

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



BRYCE YOKOMIZO
Director

LISA NUÑEZ
Chief Deputy



Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 18, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO RENEW THE CAL-LEARN CASE MANAGEMENT
AGREEMENTS AND DELEGATE AUTHORITY
TO INCREASE THE CONTRACT RATE
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the enclosed Agreements with the four Adolescent Family Life Program (AFLP) agencies: AltaMed Health Services Corporation, Childrens Hospital Los Angeles, El Nido Family Centers, and Foothill Family Service for the provision of Cal-Learn Case Management services. The Agreements will be renewed for three years effective September 1, 2006, or the day after Board approval, whichever is later, through August 31, 2009, at an estimated three-year cost of \$18,527,400 funded through CalWORKs Single Allocation. Enclosure A provides the estimated costs for each of the contractors. The Agreements include a Cost of Living Adjustment provision.
2. Delegate authority to the Director of the Department of Public Social Services (DPSS), or his designee, to prepare and sign amendments to the Agreements to increase or decrease the firm-fixed rate paid per participant per month by no more than ten percent per contract term when the change is necessitated by additional and necessary services that are required in order to comply with changes in Federal, State or County requirements. Any increase shall not, in the aggregate, go above ten percent of the estimated total contract cost for each Agreement. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Cal-Learn is a State-mandated program for CalWORKs participants who are under 19 years old, are pregnant or parenting, and have not yet completed their high school education. The County's Cal-Learn contractors provide comprehensive, intensive case management services to assist teens in completing their high school education.

State law requires counties to contract with AFLP agencies for the provision of Cal-Learn Case Management services. The County's Cal-Learn plan, which the Board approved on August 23, 1994, and which the California Department of Social Services certified, includes contracting with the AFLP agencies for the provision of these services.

The Cal-Learn Program was first implemented through Board-approved contracts on February 28, 1995. The current three-year Agreements will expire on August 31, 2006.

Effective December 2003, the Board mandated that the Cal-Learn contractors meet three performance measures, school enrollment (60%), report card submission (50%) and graduation (50%). For the period January 2006 through March 2006, 65% were enrolled in high school, 81% submitted their report cards, and 33% graduated from high school or obtained their GED certificate. As most graduations occur in May, June or July, the quarterly period of January 2006 through March 2006 does not reflect May through July graduations. For the annual period of December 2004 through November 2005, the contractors far exceeded this performance measure by achieving a 65% high school graduation rate. This was quite an accomplishment for this very difficult and hard-to-serve population.

On November 30, 2004, the Agreements were amended to include an additional performance measure for Cal-Learn orientation (70%). For the period January 2006 through March 2006, 66% of Cal-Learn participants completed orientation.

The contracts' negotiated review period is six months for Cal-Learn orientation, school enrollment and report card submission rates and one year for graduation rates. Should a contractor's performance fall below all four performance outcome measures, a \$100 deduction may be assessed for each percentage point below the standard in each of the performance measures.

Implementation of Strategic Plan Goals

The Agreements are consistent with the principles of the Countywide Strategic Plan Goal #3; Organizational Effectiveness, to ensure that service delivery systems are efficient, effective and goal-oriented; Goal #4; Fiscal Responsibility, to strengthen the County's fiscal capacity; and Goal #5; Children and Families' Well-Being, to improve the

well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

The Agreements do not include maximum contract amounts because they are caseload driven. Payments are based on the number of eligible teens who are enrolled and participate in the Cal-Learn Program. The estimated cost of \$18,527,400 for the three-year term of the four Agreements will be funded with CalWORKs Single Allocation. The estimated annual cost of \$6,175,800 for the Agreements is included in the FY 2006-07 Adopted Budget. There is no additional net County cost after the required CalWORKs Maintenance of Effort is met. Funding for future years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized to provide these services under California's Welfare and Institutions Code, Section 11331 through 11334, California Department of Social Services' Manual of Policies and Procedures, Chapter 42-762 through 42-769, and the County's Cal-Learn Plan.

The agencies have provided satisfactory services to the County for the past ten years and have been active partners in the administration of these services. The Cal-Learn program was first implemented through Board-approved, contracts on February 28, 1995. The proposed Agreements will continue to foster effective partnerships with the County's community-based organizations.

The award of these Agreements will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations.

The County may terminate the Agreements with a 30 calendar day prior written notice.

The contractors will not be asked to perform services which will exceed the Agreements' rates, scope of work, and agreement term.

CONTRACTING PROCESS

State law requires that counties contract with the AFLP agencies to provide intensive case management services. Thus, these Agreements were not the result of a competitive solicitation but rather procurements by negotiations.

Honorable Board of Supervisors
July 18, 2006
Page 4

IMPACT ON CURRENT SERVICES

The execution of these Agreements will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The award of these Agreements will enable the Department to continue providing Cal-Learn Case Management services to the County's eligible pregnant and parenting teenagers.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board letter and three (3) original signed copies of each Agreement to the Director of DPSS; and one adopted copy of the Agreement (with attachments) to:

Office of the County Counsel
Attention: Diane Cachena
Social Service Division
500 West Temple Street, #648
Los Angeles, CA 90012

Respectfully submitted,



Bryce Yokomizo
Director

BY:yjm

Enclosures

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

**CAL-LEARN CASE MANAGEMENT
ESTIMATED CONTRACT COSTS**

AFLP Agencies	Monthly Fixed Cost Per Participant	% of Caseload Share	Monthly Active Caseload	Estimated Monthly Cost	Estimated Annual Cost	Estimated Total Contract Cost
El Nido Family Centers	\$205.86	48%	1,200	\$247,032	\$2,964,384	\$8,893,152
Childrens Hospital Los Angeles	\$205.86	10%	250	\$51,465	\$617,580	\$1,852,740
Foothill Family Service	\$205.86	12%	300	\$61,758	\$741,096	\$2,223,288
AltaMed Health Services Corp.	\$205.86	30%	750	\$154,395	\$1,852,740	\$5,558,220
Total		100%	2,500	\$514,650	\$6,175,800	\$18,527,400

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CAL-LEARN CASE MANAGEMENT AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND ALTAMED HEALTH SERVICES CORPORATION

**Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411**

SEPTEMBER 2006

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
	RECITALS.....	1
I.	APPLICABLE DOCUMENTS.....	1
II.	TERM OF AGREEMENT.....	2
III.	INTERPRETATION	3
IV.	CONTRACT RATES.....	4
V.	INVOICING AND PAYMENT.....	5
VI.	ADMINISTRATION OF CONTRACT – COUNTY.....	9
VII.	ADMINISTRATION OF CONTRACT – CONTRACTOR	9
VIII.	FURTHER TERMS AND CONDITIONS	12
	1.0 Assignment and Delegation	12
	2.0 Audit Settlement.....	12
	3.0 Authorization Warranty.....	13
	4.0 Budget Reductions.....	13
	5.0 Changes and Amendments of Terms.....	13
	6.0 Charitable Activities Compliance.....	15
	7.0 Child Abuse/Elder Abuse Reporting/Fraud Reporting	15
	8.0 Civil Rights	15
	9.0 Collective Bargaining Contract.....	16
	10.0 Complaints	16
	11.0 Completion of Contract	17
	12.0 Compliance with Jury Service Program	17
	13.0 Compliance with Laws	19
	14.0 Compliance with Wage and Hour Laws/Fair Labor Standards Act.....	20
	15.0 Confidentiality.....	20
	16.0 Conflict of Interest/Contract Prohibited.....	20
	17.0 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment.....	21
	18.0 Consideration of Hiring COUNTY Employees Targeted for Layoff	22
	19.0 CONTRACTOR Responsibility and Debarment	22
	20.0 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law	24
	21.0 CONTRACTOR's Employees.....	24
	22.0 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program	25

<u>Title</u>	<u>Page</u>
23.0 COUNTY Lobbyists.....	26
24.0 COUNTY's Quality Assurance Plan	26
25.0 Covenant Against Fees.....	26
26.0 Disclosure of Information	27
27.0 Disputes	27
28.0 Employment Eligibility Verification.....	27
29.0 Employee Safety	28
30.0 Fiscal Accountability.....	28
31.0 Force Majeure	28
32.0 Governing Law and Venue.....	28
33.0 Government Observations	29
34.0 Indemnification	29
35.0 Independent CONTRACTOR Status.....	29
36.0 Insurance Coverage Requirements.....	30
37.0 General Insurance Requirements	31
38.0 Liquidated Damages	33
39.0 Most Favored Public Entity	35
40.0 Nondiscrimination and Affirmative Action.....	35
41.0 Notices	36
42.0 Notice to Employees Regarding the Federal Tax Earned Income Credit	38
43.0 Notice To Employees Regarding the Safely Surrendered Baby Law	38
44.0 Ownership of Data/Equipment	38
45.0 Proprietary Rights	38
46.0 Records	39
47.0 Records Retention and Inspection	39
48.0 Recycled Bond Paper	41
49.0 Removal of Unsatisfactory Personnel	42
50.0 Rules and Regulations	42
51.0 Subcontracting	42
52.0 Termination for Breach of Warranty to Maintain Compliance With COUNTY's Child Support Compliance Program.....	44
53.0 Termination for Convenience	44
54.0 Termination for Default of the CONTRACTOR.....	45
55.0 Termination for Improper Consideration.....	47
56.0 Termination for Insolvency	47
57.0 Termination for Non-Appropriation of Funds	48
58.0 Timely Completion	48
59.0 Validity	48
60.0 Verbal Discussions.....	48
61.0 Waiver.....	49
62.0 Warranty	49
63.0 Non Exclusivity.....	49
Signatures	50

Page

Attachment A - Statement of Work and Technical Exhibits.....	51
Attachment B - Contractor Budget and Employee Benefits	106
Attachment C - Sample Monthly Invoice Format.....	111
Attachment D - COUNTY's Administration.....	113
Attachment E - CONTRACTOR's Administration.....	115
Attachment F - CONTRACTOR Employee Jury Service	117
Attachment G - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement.....	121
Attachment H - Invitation for Bid/Request for Proposals/Grounds for Rejection.....	124
Attachment I - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification	126
Attachment J - Bidder's/Offeror's Nondiscrimination in Services Certification	128
Attachment K - Charitable Contributions Certification	130
Attachment L - Civil Rights Resolution Agreement Requirements for Contractors/Vendors.....	132
Attachment M - Federal Earned Income Tax Credit	134
Attachment N - Safely Surrendered Baby Law Fact Sheet	135

**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
ALTAMED HEALTH SERVICES CORPORATION**

This Cal-Learn Case Management Agreement, hereinafter referred to as "Agreement" is made and entered into this _____ day of _____ 2006, by and between the County of Los Angeles, hereinafter referred to as the COUNTY, and AltaMed Health Services Corporation, hereinafter referred to as the CONTRACTOR. CONTRACTOR is located at 500 Citadel Drive, Suite 490, Los Angeles, California 90040.

WHEREAS, COUNTY is authorized to provide these services under California's Welfare and Institutions Code, Section 11331 through 11334, and California Department of Social Services' (CDSS) Manual of Policies and Procedures (MPP), Chapter 42-762 through 42-769, and the COUNTY's Cal-Learn Plan; and

WHEREAS, COUNTY is required to contract for these services under California's Welfare and Institutions Code, Section 11333, and California Department of Social Services' (CDSS) Manual of Policies and Procedures (MPP), Chapter 42-766; and

WHEREAS, CONTRACTOR is a public/private nonprofit agency, is qualified to provide Cal-Learn Case Management Services as set forth hereunder, warrants that it possesses the competence, expertise and personnel necessary to provide such services, and complies with the California Department of Health Services' Adolescent Family Life Planning (AFLP) standards; and

WHEREAS, COUNTY has determined that it is more feasible to obtain such services by this Agreement and CONTRACTOR has been selected for recommendation for award of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

- 1.0** Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, and N as set forth below, are attached to and form a part of this Agreement.
- 2.0** In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

- Attachment A - Statement of Work and Technical Exhibits
- Attachment B - Contractor Budget and Employee Benefits
- Attachment C - Sample Monthly Invoice Format
- Attachment D - COUNTY's Administration
- Attachment E - CONTRACTOR's Administration
- Attachment F - CONTRACTOR's Employee Jury Service
- Attachment G - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- Attachment H - Invitation for Bid/Request for Proposals/Grounds for Rejection
- Attachment I - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- Attachment J - Bidder's/Offeror's Nondiscrimination in Services Certification
- Attachment K - Charitable Contributions Certification
- Attachment L - Civil Rights Resolution Agreement Requirements Contractor/Vendors
- Attachment M - Federal Earned Income Tax Credit Notice
- Attachment N - Safely Surrendered Baby Law Fact Sheet

- 3.0** This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

- 1.0** Subject to the termination provisions set forth herein, the term of this Agreement shall commence on September 1, 2006, or the day after Board of Supervisor's approval, whichever is later, and shall continue through August 31, 2009.
- 1.1** CONTRACTOR shall notify the Department of Public Social Services when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the Department of Public Social Services at the address herein provided in Section V, Invoicing and Payment, Paragraph 4.0, hereunder.
- 2.0** Subject to the COUNTY's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, or breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, the CONTRACTOR shall, upon receipt of notice of termination:

- 2.1** Immediately eliminate all new costs and expenses under this Agreement. In addition, the CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. The CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
- 2.2** Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 3.0** Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for services. CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 2.1 and 2.2 above.

III. INTERPRETATION

The COUNTY Department of Public Social Services is responsible for providing social services and financial assistance to eligible persons in Los Angeles County. The Agreement shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.0 Board of Supervisors

The Board of Supervisors is the governing body of the County of Los Angeles. The Board enacts ordinances and establishes specific regulations for the administration of County departments and special districts. The Board also sets salaries and adopts the final County budget on or before August 1 each year.

2.0 Contract Manager

The individual designated by the CONTRACTOR to administer the Agreement operations after Agreement award.

3.0 Contractor

The Adolescent Family Life Program (AFLP), which has entered into an Agreement with the COUNTY to perform or execute the work covered by the specifications outlined in Section 5.0, Statement of Work.

4.0 COUNTY Contract Administrator (CCA)

The individual designated by the COUNTY who monitors the CONTRACTOR's performance in the daily operation of the Agreement. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

5.0 Department of Public Social Services (DPSS)

Provides cash assistance, benefits and/or social services to needy individuals and families who meet various specific program requirements. Provides services to residents in need of financial assistance to meet their basic needs for food, housing, child care, in-home care and/or medical assistance. In addition, able-bodied adults are provided a variety of services to help them become employed and achieve economic self-sufficiency as quickly as possible. Programs include CalWORKs (formerly AFDC), L.A. GAIN employment services, Cal-Learn for Teen Parents, In-Home Supportive Services, Food Stamps, Medi-Cal, and General Relief. Also, free personnel recruitment services are available to local businesses.

6.0 Director

The Department Head of Department of Public Social Services (DPSS), COUNTY of Los Angeles, or his/her authorized representative(s).

7.0 Fiscal Year (FY)

COUNTY Fiscal Year, which commences on July 1st and ends the following June 30th.

IV. CONTRACT RATES

1.0 Notwithstanding any other provision of this Agreement, COUNTY shall not be liable in any event for payment of services provided pursuant to this Agreement in excess of the firm-fixed rate of \$205.86 per Cal-Learn participant enrolled in the CONTRACTOR's Cal-Learn program during the service month, as defined in Part V., Invoicing and Payment, hereunder.

1.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties,

responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 1.2 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

- 2.0 Cost of Living Adjustment (COLA) - The Agreement amount may be adjusted annually, at the County's sole discretion, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, the Cost of Living Adjustment will not be granted.

V. INVOICING AND PAYMENT

1.0 Invoice for Service Month

CONTRACTOR shall invoice COUNTY only according to the firm fixed rate for each Cal-Learn participant served specified in Part IV, Contract Rates. The CONTRACTOR shall request on the invoice, a monthly payment in arrears based on the actual number of Cal-Learn participants served during the service month. The actual number of participants served multiplied by the firm fixed rate shall be the total monthly charge CONTRACTOR shall invoice the COUNTY.

- 1.1 CONTRACTOR shall invoice COUNTY for each Cal-Learn participant served in the service month. A Cal-Learn participant is considered enrolled and thereby served when the following requirements exist on a Cal-Learn participant record:

- 1.1.1 An initial Cal-Learn orientation appointment letter has been initiated via the GAIN Employment and Activity Reporting System (GEARS) or any other manner approved by the COUNTY (see Attachment A, Section 5.3); and
 - 1.1.2 The participant continued to meet Cal-Learn program participation requirements, as defined by State and COUNTY regulations, in the beginning of the service month (see Attachment A, Section 5.12); and
 - 1.1.3 The participant did not exit from Cal-Learn (see Attachment A, Section 5.12), or the participant was not exempted (see Attachment A, Section 5.10) from Cal-Learn during the month immediately preceding the service month, unless the participant was newly enrolled, as explained in Attachment A, Section 5.3); and
 - 1.1.4 As of the last calendar day of the month, the Cal-Learn participant has not been transferred to another Cal-Learn service provider (see Attachment A, Section 5.14.3).
- 1.2 CONTRACTOR shall only be paid for those services authorized under this Agreement.

2.0 Advance Payment Request and Adjustments For Previously Advanced Funds

Funds may be advanced to CONTRACTOR at contract start-up and during each subsequent first month of each fiscal year (i.e., July).

- 2.1 CONTRACTOR may request advanced funds equaling no more than two months of services and not to exceed 25 percent of the estimated annual contract amount. CONTRACTOR may request advanced funds in any month, but advances must be repaid to COUNTY prior to the end of the advance payment's Fiscal Year, as described in Sub-paragraph 2.2, hereunder, and cannot require COUNTY to commit funds beyond the current term of the Agreement. In addition, advances must be repaid to COUNTY prior to the end of the current contract term.
- 2.2 Adjustments for previously advanced funds shall begin three months prior to the year-ending, from the invoice received in April, May and June regardless of the accrual month. COUNTY reserves the right to delay the payments of the billings received in May to ensure advances are fully recouped. All advances must be fully reconciled by June 30th of each fiscal year. In the event that the invoices received in the last three months of the fiscal year are not sufficient to recoup the advanced funds, the CONTRACTOR shall pay the difference to the COUNTY by the 25th of June.

- 2.3 CONTRACTOR shall comply with all applicable State and County regulations in regards to interest earned on advances. This may include maintaining separate bank accounts for cash advances and returning to the COUNTY any interest earned on the advances.

3.0 Invoicing

- 3.1 CONTRACTOR shall prepare and submit monthly invoices, in the format and categories outlined in Attachment C, Sample Monthly Invoice Format, each in an original and one copy, to the CCA within fifteen (15) calendar days following the end of the month in which services were provided. Failure to submit timely and accurate monthly invoices will result in a contract discrepancy and a delay in payment.
- 3.2 Each invoice shall be supported by back-up documentation to validate the invoice amounts. COUNTY will not authorize payment on incomplete or inaccurate invoices.
- 3.3 CONTRACTOR shall submit a reconciled invoice for money advanced at contract start-up and during each subsequent first month of each fiscal year. Implementation of reconciled invoices shall start with the invoices due each April 15th and cease when the previously provided advances are collected prior to June 25th.
- 3.4 CONTRACTOR shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA:
- Department of Public Social Services
Contract Management Division - Section III
Attn: Cal-Learn Case Management CCA
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
- 3.5 Upon COUNTY's review and approval of an accurate invoice, the COUNTY shall authorize payment and process the approved invoice for payment, providing CONTRACTOR is not in default under any provisions of this Agreement. The COUNTY shall adjust CONTRACTOR's future invoice amounts for any liquidated damages or other offset authorized by the Agreement not deducted from any payment made by CONTRACTOR to COUNTY.
- 3.6 COUNTY shall make a reasonable effort to effect payment to CONTRACTOR within (30) calendar days of receipt of an invoice which is accurate as to form and content.

- 3.7 COUNTY may delay the last payment until six (6) months after the expiration of this Agreement. The CONTRACTOR shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Agreement not deducted from any payment made by COUNTY to CONTRACTOR.
- 3.8 Prior to receiving final payment under this Agreement, CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under this Agreement.
- 3.9 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.
- 3.10 Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.
- 3.11 COUNTY shall have no requirement for payment other than as set forth in this Agreement.
- 3.12 CONTRACTOR shall invoice the COUNTY for case management services rendered the previous month. The invoice is due on the fifteenth calendar day of the following month, but not more than one year from the day the services were provided. The CONTRACTOR is formally informed that COUNTY will not be liable for invoices submitted more than one year after services are rendered. CONTRACTOR will not be reimbursed by the COUNTY for those services per government regulations.
- 3.13 CONTRACTOR payment is subject to the payment bonuses and deductions based on CONTRACTOR performance in Paragraph 5.0 Specific Tasks, Sub-paragraph 5.18, Performance Outcome Measures.
- 3.13.1 CONTRACTOR bonuses and deductions cannot exceed ten percent (10%) of CONTRACTOR monthly payment issued during the PERFORMANCE OUTCOME MEASURES' evaluation period of the Agreement, as described in Attachment A, Section 5.18, hereunder.
- 3.13.2 Bonuses/deductions shall only be assessed once during a contract year.

VI. ADMINISTRATION OF CONTRACT - COUNTY

1.0 COUNTY'S Administration

A listing of all County Administration referenced in the following Paragraphs are designated in *Attachment D - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

2.0 COUNTY's Contract Administrator (CCA)

2.1 The responsibilities of the COUNTY's Contract Administrator (CCA) include:

- ensuring that the objectives of this Agreement are met;
- providing direction to CONTRACTOR in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR's Manager on an as needed basis; and
- monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.2 The COUNTY's CCA is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Agreement.

VII. ADMINISTRATION OF CONTRACT - CONTRACTOR

1.0 CONTRACTOR's Manager

1.1 CONTRACTOR's Manager must have a minimum three (3) years of case management experience, or experience substantially similar to these services. The CONTRACTOR's Manager is designated in *Attachment E - Contractor's Administration*. CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Manager.

1.2 CONTRACTOR's Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this contract and shall coordinate with CCA on a regular basis.

2.0 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Manager.

3.0 CONTRACTOR's Staff Identification

- 3.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Agreement with a photo identification badge.
- 3.2 CONTRACTOR shall notify COUNTY within ten business days when staff is terminated from working under this Agreement. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY specified photo identification badge at the time of removal from the COUNTY Agreement.
- 3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Agreement.

4.0 Background and Security Investigations

- 4.1 All CONTRACTOR staff performing work under this contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Agreement at any time during the term of the Agreement. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY, whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

- 4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Paragraph 4.0, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

VIII. FURTHER TERMS AND CONDITIONS

1.0 ASSIGNMENT AND DELEGATION

- 1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
- 1.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

2.0 AUDIT SETTLEMENT

If, at any time during the term of the Agreement or within five (5) years after the expiration or termination of the Agreement, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the DPSS Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to

the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

3.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Agreement is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

4.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. COUNTY's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

5.0 CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Agreement, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.

- 5.2 For any revision which materially affects the scope of work, term, Contract Sum, payments, term, or condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3 The DPSS Director may prepare and sign *amendments* to the Agreement without further action by the COUNTY Board of Supervisors under the following conditions:
 - 5.3.1 The amendment is for a decrease or an increase to the firm-fixed rate paid per participant per month, when the change is necessitated by additional and necessary services that are required in order to comply with changes in Federal, State or County requirements. Any increase shall not exceed ten percent of the firm-fixed rate established under Section IV, Contract Rates, per the term of the Agreement and shall not, in the aggregate, exceed ten percent of the estimated total Agreement cost.
 - 5.3.2 The amendment is for an increase in the Agreement cost as a result of the COLA for the 12-month period preceding the Agreement anniversary date not to exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the same prior 12-month period. In order to amend pursuant to this Sub-paragraph, the requirements of Section IV, Paragraph 2.0 shall also be met and the Chief Administrative Office must approve said amendment.
 - 5.3.3 For any amendment pursuant to Sub-paragraph 5.3.1 or 5.3.2, the following conditions must also be met:
 - 5.3.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
 - 5.3.3.2 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
 - 5.3.3.3 The Department of Public Social Services shall obtain the approval of County Counsel and the Chief Administrative Office for an amendment to this Agreement.
 - 5.3.3.4 The DPSS Director will notify the Chief Administrative Office within ten (10) business days after execution of each amendment.

6.0 CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

7.0 CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

The CONTRACTOR staff working under this Agreement shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse or neglect to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working under this Agreement shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR staff working under this Agreement shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working under this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

The CONTRACTOR staff working under this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

8.0 CIVIL RIGHTS

The CONTRACTOR hereby assures that it shall abide by the provisions of *Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of

race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination In Services Certification," Attachment J, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the federal office for civil rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional civil rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment L, herein, (and as directed by DPSS.

9.0 COLLECTIVE BARGAINING CONTRACT

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Agreement.

10.0 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Agreement effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 10.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 10.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 10.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.4 The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three business days of mailing to the complainant.

11.0 COMPLETION OF CONTRACT

- 11.1 Ninety calendar days (or shorter time period as may be determined by COUNTY) prior to the expiration or termination of this Agreement, CONTRACTOR shall allow COUNTY or newly selected contractor a transition period for orientation purposes and the orderly turnover of CONTRACTOR's current operation without additional cost to the COUNTY. CONTRACTOR shall provide assistance for an orderly transition of all work back to COUNTY or another contractor by the provision of key personnel (who shall be cooperative and able to explain/answer questions regarding the various required contract functions as they are currently performed by CONTRACTOR), plans, and training (including an orientation to computer systems used and reports produced). CONTRACTOR's staff shall be available and cooperative in answering all operational questions that are raised by the COUNTY and/or newly selected contractor. During this transition period, CONTRACTOR shall continue to process all work timely and accurately, so that the operation is current at expiration or termination of this Agreement.
- 11.2 If CONTRACTOR fails to comply with any of the terms set forth in Sub-paragraph 11.1, COUNTY shall have the right to withhold fifty percent (50%) to one hundred percent (100%) of the last two (2) months' payments under this Agreement as liquidated damages.

12.0 COMPLIANCE WITH JURY SERVICE PROGRAM

12.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment F and is incorporated by reference into and made a part of this Agreement.

12.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 12.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from

the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

12.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

12.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program.

The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

12.2.4 CONTRACTOR's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

13.0 COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These may include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations
4. Social Security Act
5. State Energy and Efficiency Plan [Title 24, California Administrative Code]
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
10. Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)
11. Cost Principles for Educational Institutions, Office of Management and Budget (OMB) Circular A-21
12. Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87
13. Cost Principles for Non-Profit Organizations, OMB Circular A-122

14. Audits of State, Local Governments, and Non-Profit Organizations,
OMB Circular A-133

CONTRACTOR shall maintain all licenses required to perform the Agreement.

CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR, its employees, agents, or subcontractors of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

14.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

15.0 CONFIDENTIALITY

15.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

15.2 The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Agreement.

15.3 The CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement," Attachment G, hereunder.

15.4 By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles COUNTY Department of Public Social Services so designated without written authorization from DPSS.

16.0 CONFLICT OF INTEREST/CONTRACT PROHIBITED

- 16.1** The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Agreement, or any competing Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or have any other direct or indirect financial interest in the Agreement.

The CONTRACTOR represents and warrants that CONTRACTOR and its authorized officers have read and are familiar with the provisions of *Los Angeles COUNTY Code, Section 2.180.010*, "Certain Contracts Prohibited," and that execution of the Agreement will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment H, hereto.

The CONTRACTOR represents and warrants it did not, as an individual or firm or subsidiary of a firm, under contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Agreement.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

- 16.2** The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 16.0 shall be a material breach of this Agreement.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR shall give

consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 19.1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible contractors.
- 19.2. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts that the CONTRACTOR may have with the COUNTY.
- 19.3. COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: 1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; 2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or

business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.

- 19.4. If there is evidence that the CONTRACTOR may be subject to debarment, DPSS will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 19.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 19.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 19.7. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.
- 19.8. The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the CONTRACTOR has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment

period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 19.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

- 20.1 The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Public Social Services will supply the CONTRACTOR with the poster to be used.
- 20.2 CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment N of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

21.0 CONTRACTOR'S EMPLOYEES

- 21.1 The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR.

While providing services to the COUNTY under this Agreement, the CONTRACTOR's employees shall report to the CONTRACTOR for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance

of requested services immediately upon the written or oral request of the CCA.

21.2 The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

21.3 The personnel provided by the CONTRACTOR shall at a minimum be:

21.3.1 Able to fluently read, write, speak, and understand English.

21.3.2 Bilingual, when requested.

21.3.3 Able to communicate effectively using good judgment and diplomacy.

21.3.4 Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.

21.3.5 Able to handle sensitive materials and perform confidential duties.

21.3.6 Able to satisfy a background check.

21.3.7 Able to meet the minimum qualifications as stated in the Statement of Work, Section 1.3.3.

22.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security

Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

23.0 COUNTY LOBBYISTS

The CONTRACTOR and each COUNTY Lobbyist or the COUNTY Lobbying firm as defined by *Los Angeles COUNTY Code Section 2.160.010*, retained by the CONTRACTOR, shall fully comply with the *COUNTY Lobbyist Ordinance, Chapter 2.160 of the Los Angeles COUNTY Code*. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or the COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the *COUNTY Lobbyist Ordinance* shall constitute a material breach of this Agreement upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Agreement terms, conditions, and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

25.0 COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

26.0 DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Agreement within the following conditions:

- 26.1 The CONTRACTOR shall develop all publicity material in a professional manner.
- 26.2 During the course of performance on this Agreement, the CONTRACTOR, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CCA and County Counsel.

In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 26.3 The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided, however, that the requirements of this Paragraph 26 shall apply.

27.0 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Agreement shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his designee, and the Director's or his designee's decision shall be final.

28.0 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of the CONTRACTOR's failure to comply with the foregoing.

29.0 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

29.1 Are covered by an effective Injury and Illness Prevention Program.

29.2 Receive all required general and specific training.

30.0 FISCAL ACCOUNTABILITY

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply, where applicable, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

31.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

32.0 GOVERNING LAW AND VENUE

32.1 This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

32.2 Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or any other law which occurs after the effective date of this Agreement.

32.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California, Central Civil Division.

33.0 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance activities, or review documents required under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance. When necessary, as determined by COUNTY, a Business Associate Agreement meeting Health Insurance Portability and Accountability Act of 1996 guidelines must be entered into by the observing/reviewing entity and the CONTRACTOR.

34.0 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

35.0 INDEPENDENT CONTRACTOR STATUS

35.1 This Agreement is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

35.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The COUNTY

shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

- 35.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Worker's Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

36.0 INSURANCE COVERAGE REQUIREMENTS

36.1 GENERAL LIABILITY

General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

36.2 AUTOMOBILE LIABILITY

Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

36.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible.

If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

36.4 PERSONAL PROPERTY LIABILITY

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for at least the actual cash value of the property.

36.5 PROFESSIONAL LIABILITY

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

37.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Agreement, the CONTRACTOR shall provide and maintain and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at the CONTRACTOR's own expense.

37.1 EVIDENCE OF INSURANCE

Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the **Department of Public Social Services, 12900 Crossroads Parkway South, 2nd Floor, City of Industry, California 91746, Attention: Gary Akopyan, Director, Contract Management Section III**, prior to commencing services under this Agreement. Such certificates or other evidence shall:

Specifically identify this Agreement.

Clearly evidence all coverages required in this Agreement.

Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement. Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

37.2 INSURER FINANCIAL RATINGS

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by the COUNTY.

37.3 FAILURE TO MAINTAIN COVERAGE

Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Agreement upon which the COUNTY may immediately terminate or suspend the Agreement. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

37.4 NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

The CONTRACTOR shall report to the COUNTY:

37.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- 37.4.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Agreement.
- 37.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the CCA.
- 37.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Agreement.

37.5 COMPENSATION FOR COUNTY COSTS

In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any cost to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

37.6 INSURANCE COVERAGE REQUIREMENTS FOR SUBCONTRACTORS

The CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 37.6.1 The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- 37.6.2 The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

38.0 LIQUIDATED DAMAGES

- 38.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from the COUNTY, will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 38.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- 38.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum, and/or
 - 38.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment_A Technical Exhibit 6.1, hereunder, and that the Contractor shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR, and/or
 - 38.2.3 Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 38.3. The action noted in Sub-paragraph 38.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 38.4. This Paragraph 38.0 shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 38.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

39.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to COUNTY under this Agreement.

40.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 40.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 40.2 The CONTRACTOR shall certify to, and comply with, the provisions of Attachment I – *Bidder's/Offeror's EEO Certification*.
- 40.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 40.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 40.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 40.6 The CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 40.0 when so requested by the COUNTY.
- 40.7 If the COUNTY finds that any provisions of this Sub-paragraph 40.0 have been violated, such violation shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Agreement.
- 40.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Agreement, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Agreement.

41.0 NOTICES

41.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give written notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

41.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

41.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box. Notices may also be sent by fax.

41.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business.

Anita Butler, Director of Teen Services
AltaMed Health Services Corporation
512 S. Indiana Street
Los Angeles, California 90063

41.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to:

Gary Akopyan, Director
Contract Management Division - Section III
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

41.6 Changes of Address

Either party can designate a new address by giving ten (10) days advance written notice to the other party.

41.7 Termination Notices

In the event of suspension or termination of the Agreement, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL TAX EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Attachment M, hereunder).

43.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

“The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY’s policy to encourage all COUNTY contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the CONTRACTOR’s place of business. *Department of Public Social Services will supply the CONTRACTOR with the poster to be used.*”

44.0 OWNERSHIP OF DATA/EQUIPMENT

44.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Agreement. The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Agreement.

44.2 COUNTY shall be sole owner of any equipment purchased under this Agreement by CONTRACTOR (as included in CONTRACTOR’s budget for this Agreement or any subsequent budget amendments to this Agreement), or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Agreement.

45.0 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the COUNTY and all materials, data, reports and other information of any kind developed by the CONTRACTOR under this Agreement are confidential to and are solely the property of the COUNTY. The CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions in this Paragraph 45.0, shall survive the expiration or other termination of this Agreement.

- 45.1** Recognizing that the COUNTY has no way to safeguard trade secrets or proprietary information, the CONTRACTOR shall, and does, hereby keep and hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by the COUNTY of trade secrets and proprietary information. The COUNTY shall not require the CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by the COUNTY to successfully complete the services under the Agreement.
- 45.2** The COUNTY shall not require the CONTRACTOR to provide any information that is proprietary to it, provided, however, that if the COUNTY requests the CONTRACTOR proprietary information in order to successfully complete the services under this Agreement, the CONTRACTOR shall mark such information "PROPRIETARY" and the COUNTY shall limit reproduction and distribution to the minimum extent consistent with the COUNTY's need for such information, and, when the COUNTY no longer needs such information, but in no event later than expiration or other termination of this Agreement, the COUNTY shall either (1) cause all copies of such information to be returned to the CONTRACTOR, or (2) certify to the CONTRACTOR that all copies of such information have been destroyed.

46.0 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Paragraph 47, Records Retention and Inspection, herein below.

47.0 RECORDS RETENTION AND INSPECTION

- 47.1** CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to the performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. COUNTY reserves the right to conduct record inspection and audits with no advance notification to CONTRACTOR when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary

data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR in a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

47.2 Other required documents to be retained include, but not limited to:

- 47.2.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs and employee timesheets.
- 47.2.2 Confidentiality Agreement: Contractor Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment G).
- 47.2.3 Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.
- 47.2.4 Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide them to the CONTRACTOR for retention.

47.3 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

- 47.3.1 All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if such material is located outside Los Angeles COUNTY, CONTRACTOR shall either: 1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location: or 2) pay to have such materials promptly returned to a

CONTRACTOR facility located in Los Angeles COUNTY for examination by the COUNTY.

47.3.2 Failure on the part of the CONTRACTOR to comply with the provisions of this Paragraph 47.0 shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement.

47.4 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

48.0 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Agreement.

49.0 REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR to remove any employee from the performance of services under this Agreement for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall replace said personnel within 24 hours.

50.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall immediately remove and replace within 24 hours any of its employees performing services hereunder when notified orally or in writing by the CCA that: 1) such employee has violated such rules or regulations; or 2) such employee's actions, while on COUNTY or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

51.0 SUBCONTRACTING

51.1 No performance of this Agreement or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

51.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of allowing any cost under the Agreement. In no event shall approval of any subcontract by the COUNTY be construed as affecting any increase in the amount provided for in the Agreement.

The CONTRACTOR's request for approval to enter into a subcontract shall include:

- 51.2.1 A description of the service to be provided by the proposed subcontractor;
 - 51.2.2 An Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
 - 51.2.3 An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veteran's business enterprise;
 - 51.2.4 A resume of the potential subcontractor's background and experience.
- 51.3 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."*
- 51.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.
- 51.5 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
- 51.6 CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 51.7 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The CONTRACTOR is responsible to notify its Subcontractors of the COUNTY right.

51.8 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

51.9 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor.

52.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 22.0, the CONTRACTOR's Warranty of Adherence to the COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the COUNTY CSSD shall be grounds upon which the COUNTY Board of Supervisors may terminate this Agreement pursuant to Paragraph 54.0, Termination for Default of the CONTRACTOR.

53.0 TERMINATION FOR CONVENIENCE

53.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

53.2 If, during the term of this Agreement, the COUNTY funds appropriated for the purposes of this Agreement are reduced or eliminated, the COUNTY may immediately terminate this Agreement upon written notice to the CONTRACTOR.

53.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

53.3.1 Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

53.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

53.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

53.5 Upon termination of this Agreement, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.

53.6 Upon termination of this Agreement, the CONTRACTOR shall comply with the provisions of Section 47.0, Records Retention and Inspection, herein above.

53.7 Subject to the provisions of Sub-paragraph 53.4, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph 53.0. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated.

The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement, as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

54.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR

54.1 The COUNTY may, subject to the provisions outlined below, by written notice to the CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

54.1.1 CONTRACTOR has materially breached this Agreement;
or

- 54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- 54.1.2 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 54.2 In the event that the COUNTY terminates this Agreement in whole or in part as provided in Sub-paragraph 54.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.
- 54.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 54.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy; acts of the COUNTY in either its sovereign or contractual capacity; acts of Federal or State governments in their sovereign capacities; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 54.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 54.4 If, after the COUNTY has given notice of termination under the provisions of this Paragraph 54.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Paragraph 54.0, or that the default was excusable under the provisions of Sub-paragraph 54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 53.0 - Termination for Convenience.
- 54.5 The rights and remedies of the County provided in this Paragraph 54.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

55.0 TERMINATION FOR IMPROPER CONSIDERATION

- 55.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 55.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.
- 55.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

56.0 TERMINATION FOR INSOLVENCY

- 56.1 The COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following:

56.1.1 Insolvency of the CONTRACTOR

The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed

under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

56.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

56.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

56.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

56.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 56.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

57.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall automatically be terminated as of the end of the then current fiscal year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

58.0 TIMELY COMPLETION

Time is of the essence in the provision and completion of service and the work provided the COUNTY as stipulated in this Agreement, as is the timely conveyance of reporting deliverables to the COUNTY as also stipulated in this Agreement.

59.0 VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

60.0 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

61.0 WAIVER

No waiver of a breach of any provision of this Agreement by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Agreement.

Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

The rights and remedies set forth in this Paragraph 61.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

62.0 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with this Agreement, including Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

63.0 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer(s), this _____ day of _____ 2006. The person signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

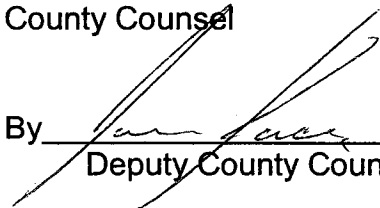
By _____
Michael D. Antonovich
Mayor, Los Angeles County

Attest:

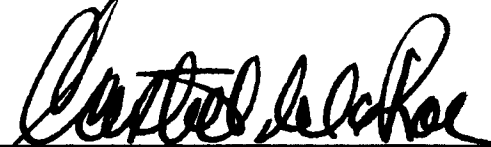
SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By  _____
Deputy County Counsel

ALTAMED HEALTH SERVICES
CORPORATION

By  _____
Castulo de la Rocha, President & CEO
500 Citadel Drive, Suite 490
Los Angeles, California 90040

By _____
Name _____
Title _____
Address _____

ATTACHMENT A

**STATEMENT OF WORK
AND TECHNICAL EXHIBITS**

STATEMENT OF WORK

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
	PREAMBLE.....	53
1.0	GENERAL	
1.1	Scope of Work.....	56
1.2	Key COUNTY Personnel.....	56
1.3	Key CONTRACTOR Personnel.....	57
1.4	Quality Control	59
1.5	COUNTY's Quality Assurance Plan	60
1.6	Attendance At and Notice of Meetings	61
1.7	Hours of Operation/Holidays	61
2.0	DEFINITIONS	62
3.0	COUNTY FURNISHED ITEMS	70
4.0	CONTRACTOR FURNISHED ITEMS.....	72
5.0	SPECIFIC TASKS	
5.1	Overview of Case Management Operations and Tasks	75
5.2	Identification and Recruitment of Cal-Learn Participants	75
5.3	Cal-Learn Notification and Enrollment.....	76
5.4	Cal-Learn Orientation.....	76
5.5	Intensive Case Management	77
5.6	Supportive Services	77
5.7	School Attendance and Report Cards.....	78
5.8	Good Cause Determinations.....	78
5.9	Deferrals	79
5.10	Exemptions	79
5.11	Referrals	80
5.12	Cal-Learn Exits.....	80
5.13	Inter-County Transfers (ICT)	81
5.14	Inter-Agency Transfers.....	81
5.15	Collocation at County Sites	82
5.16	Administrative Tasks	83
5.17	Reporting Tasks	86
6.0	TECHNICAL EXHIBITS.....	88
6.1	Performance Requirements Summary (PRS)	89
6.2	Performance Requirements Summary Chart	89
6.3	Quality Assurance	90
6.4	Contract Discrepancy Report	90
6.5	Criteria for Acceptable or Unacceptable Performance	91
6.6	Remedy of Defects.....	92
6.7	Unsatisfactory Performance Remedies.....	92

PREAMBLE

COUNTY HEALTH AND HUMAN SERVICES

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue working together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 GENERAL

1.1 SCOPE OF WORK

Except for those items listed in Section 3.0, COUNTY Furnished Items, hereunder, the CONTRACTOR shall provide all management/administrative services, personnel, materials, and other items or services necessary to provide Cal-Learn case management services to Cal-Learn eligible and enrolled CalWORKs (CW) participants. CONTRACTOR must perform to the standards in Technical Exhibit 6.1, Performance Requirements Summary, hereunder.

1.2 KEY COUNTY PERSONNEL

1.2.1 COUNTY Contract Administrator (CCA)

COUNTY will designate one (1) person who will act as the COUNTY Contract Administrator (CCA) for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Agreement. Specifically, the CCA or alternate shall:

- 1.2.1.1 The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of this Agreement.
- 1.2.1.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.1.3 The CCA may negotiate with CONTRACTOR on changes in service requirements pursuant to this Agreement, Part VI, Further Terms and Conditions, Paragraph 5.0, Changes and Amendments of Terms, Sub-paragraph 5.1.
- 1.2.1.4 The CCA is not being authorized to make any changes in the Further Terms and Conditions of the Agreement and is not authorized to obligate the COUNTY in any way.
- 1.2.1.5 The COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Agreement is awarded, and at any time thereafter a change of CCA is made.

1.2.2 Quality Assurance Evaluator (QAE)

COUNTY may designate one (1) person who will act as Quality Assurance Evaluator (QAE) for the COUNTY on all technical standards and requirements pertinent to the Agreement and monitor the CONTRACTOR's performance under the Agreement using the quality assurance procedures established in Technical Exhibit 6.1, Performance

Requirements Summary (PRS) or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Agreement. The QAE and the CCA may be the same person. Specifically, the QAE shall:

- 1.2.2.1 Ensure that technical standards and requirements of this Agreement are met, and evaluate the CONTRACTOR's performance under this Agreement.
- 1.2.2.2 Not be authorized to make changes in the terms and conditions of this Agreement and shall not be authorized to obligate the COUNTY in any way whatsoever.
- 1.2.2.3 Advise the CCA as to the CONTRACTOR's performance in areas relating to technical requirements and technical standards.
- 1.2.2.4 Inform the CONTRACTOR of the name, address and telephone number of the QAE, in writing, at the time this Agreement is awarded, and at anytime thereafter a change of the QAE is made.

1.3 KEY CONTRACTOR PERSONNEL

1.3.1 Contract Manager

- 1.3.1.1 CONTRACTOR shall provide a Contract Manager, who shall be responsible for the overall management and coordination of the Agreement and act as liaison with COUNTY. The Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within 24 hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.
- 1.3.1.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Monday through Friday, excluding COUNTY holidays.
- 1.3.1.3 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the Agreement.
- 1.3.1.4 The Contract Manager or alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made.

1.3.2 Other CONTRACTOR Staff

- 1.3.2.1 CONTRACTOR shall provide supervisory, administrative and direct labor personnel to accomplish the work required under this Agreement. All CONTRACTOR personnel who will have contact with COUNTY personnel must read, write, speak and understand English. CONTRACTOR shall ensure that at all times of operation, at least one CONTRACTOR employee is available and authorized to act for CONTRACTOR.
- 1.3.2.2 CONTRACTOR shall provide each employee with an identification badge that includes the CONTRACTOR's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while providing services under this Agreement.
- 1.3.2.3 All CONTRACTOR staff shall be qualified in accordance with all federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.3.3 CONTRACTOR Employee Acceptability

- 1.3.3.1 CONTRACTOR shall remove any employee who the CCA has determined is unacceptable in the performance of their job and it is inappropriate for such persons to be in contact with COUNTY employees.
- 1.3.3.2 CONTRACTOR shall identify, under sworn statement, throughout the term of the Agreement, all CONTRACTOR employees who are receiving public assistance, and ensure that any employee receiving public assistance has met his/her reporting responsibility to COUNTY and has no access to COUNTY and CONTRACTOR records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- 1.3.3.3 CONTRACTOR shall ensure staff have the needed training, background and meet AFLP guidelines to provide Cal-Learn Case Management Services.
- 1.3.3.4 CONTRACTOR shall perform, at CONTRACTOR's expense, background checks, including but not limited to fingerprint checks to ensure CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.

1.3.4 Uniforms/Identification Badges

- 1.3.4.1 CONTRACTOR shall ensure that their employees are appropriately identified as set forth in Part VII, Paragraph 3.0 of the Agreement.

1.4 QUALITY CONTROL PLAN

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure COUNTY a consistently high level of service throughout the term of this Agreement. The QCP, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Agreement start date, with revisions submitted within five days from when changes to the Plan are made. The Plan shall include, but not be limited to, the following:

- 1.4.1 Method for assuring that professional staff rendering services under the Agreement have necessary expertise in education, training, social and health services that may be needed by Cal-Learn participants.
- 1.4.2 Method and frequency of monitoring to ensure that Agreement requirements are being met;
- 1.4.3 Method for monitoring and evaluating work performed;
- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the COUNTY upon request;
- 1.4.6 Method for maintaining accurate case records and ensuring compliance with Federal, State and COUNTY program requirements.
- 1.4.7 Method of tracking workload activity and ensure management information systems and tracking procedures reflect information reported to the COUNTY via invoices, reports and the COUNTY's GEARS system.
- 1.4.8 Method for providing continuing services to the COUNTY in the event of a strike of the CONTRACTOR's or subcontractor's employees;
- 1.4.9 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this Agreement;
- 1.4.10 Method for surveying participants on a regular basis to obtain feedback on services; and

1.4.11 Monitoring methods to be used, such as:

- 1.4.11.1 Random sampling;
- 1.4.11.2 100% review;
- 1.4.11.3 Participant complaints;
- 1.4.11.4 Participant surveys; and/or
- 1.4.11.5 Information, reports or data that may be provided by COUNTY.

1.5 COUNTY'S QUALITY ASSURANCE PLAN

1.5.1 COUNTY shall monitor CONTRACTOR's performance under this Agreement, using the quality assurance procedures as defined in this Agreement. (Reference: Section VI, Further Terms and Conditions, Paragraph 24.0, County's Quality Assurance Plan).

1.5.2 Performance Evaluation Meetings shall be held jointly by COUNTY and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) is issued and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.

1.5.2.1 The minutes of any Performance Evaluation meeting shall be prepared by the CCA. Should the Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written.

If any dispute is still unresolved, the decision of the Director will be final.

1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.5.3 Contract Discrepancy Reports (CDR's)

- 1.5.3.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a reasonable time period.
- 1.5.3.2 CCA will determine whether a formal CDR (see Technical Exhibit 6.2) shall be issued.
- 1.5.3.3 Upon receipt of the document, the CONTRACTOR is required to respond, in writing, to CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 1.5.3.4 A plan, including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

1.6 ATTENDANCE AT AND NOTICE OF MEETINGS

- 1.6.1 CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such meetings five (5) business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.7 HOURS OF OPERATION/HOLIDAYS

- 1.7.1 CONTRACTOR shall be available to provide services no less than forty (40) hours a week, on a work schedule approved by COUNTY. Normal COUNTY work schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m. During work hours, CONTRACTOR shall ensure the availability of at least one employee who can respond to any inquires and complaints which may be received about the CONTRACTOR's performance under the Agreement. When the CONTRACTOR's office is closed, an answering machine must be available to receive such calls. CONTRACTOR is not required to provide services on County recognized holidays, or CONTRACTOR 's holidays as approved by Director. The CCA will provide lists of COUNTY holidays and Contract Manager will provide list of CONTRACTOR's prior to the beginning of each calendar year during the term of this Contract.

Upon mutual agreement, CONTRACTOR may provide services at non-traditional hours and/or on non-traditional days.

2.0 DEFINITIONS

2.1 ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable variance from a standard before the County will determine a specific service to be unacceptable. An AQL does not imply that the Contractor may knowingly perform in a defective way. It implies that the County recognizes that defective performance sometimes happens unintentionally. However, the County expects expert professional services to be provided at all times.

2.2 ADOLESCENT FAMILY LIFE PROGRAM (AFLP)

AFLP is a program funded by the Department of Health Services, Maternal and Child Health Branch to enhance education; and to improve the health; and social and economic well-being of pregnant and parenting adolescents.

2.3 ADOLESCENT FAMILY LIFE PROGRAM STANDARDS

Standards and practices approved by the California Department of Health Services to which AFLP agencies must adhere. All Cal-Learn case management contractors must adhere to the AFLP Standards as well as any addenda adopted for Cal-Learn by CDHS and CDSS.

2.4 ANCILLARY EXPENSES

Ancillary expenses are expenses that must be paid for a Cal-Learn participant to attend and/or graduate from high school or achieve the equivalent. This includes, but is not limited to, school books, GED testing costs, and laboratory fees.

2.5 BONUS

Payment made when a Cal-Learn participant makes satisfactory progress or receives his or her high school diploma or its equivalent.

2.6 BUDGET

The Budget is a document that details the CONTRACTOR's costs for providing services and is included as Attachment B to this Agreement. The Budget includes, but is not limited to, the following:

2.6.1 Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Agreement), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Applicable Taxes and other (specified).

2.6.2 Indirect Costs - General Accounting/Bookkeeping, Management Overhead, Telephone/Utilities, Space, and other (specified).

2.7 CAL-LEARN ENROLLMENT

An initial Cal-Learn orientation appointment (CL 1) letter has been initiated to the participant, the participant has been determined to meet Cal-Learn eligibility requirements, as defined by State regulation and COUNTY policies and procedures in GAIN Program Handbook, Chapter 1800, Cal-Learn, and the participant has not been terminated or exempted from the Cal-Learn Program during the previous month, unless the participant was newly enrolled and a new CL 1 was issued. Additionally, as of the last calendar day of the month, the Cal-Learn participant has not been transferred to another Cal-Learn Case Management Contractor.

2.8 CAL-LEARN EXIT

Participants who are no longer eligible for the Cal-Learn Program and their Cal-Learn components have been closed.

2.9 CAL-LEARN PROGRAM

A program mandated by State law (California Welfare and Institutions Code, Section 11331 through 11334) to provide case management and supportive services for teenage CalWORKs recipients who are pregnant or custodial parents, and who do not possess a high school diploma or its equivalent. Cal-Learn operates as part of the GAIN program.

2.10 CalWORKs

CalWORKs is an acronym for "California Work Opportunity and Responsibility to Kids" which includes the State of California's Welfare-to-Work Program.

2.11 CalWORKs CASE ASSISTANCE UNIT

Aided household members on CalWORKs case.

2.12 CalWORKs PARTICIPANTS

CalWORKs applicants/participants who COUNTY has determined are eligible for participation in the CalWORKs Program. A Cal-Learn participant must be an active CalWORKs participant to be enrolled in Cal-Learn.

2.13 CASE INFORMATION INQUIRY (ICAS)

GEARS Screen used to maintain CalWORKs eligibility information on Cal-Learn participants.

2.14 CONTRACT DISCREPANCY REPORT

A written report prepared by County to identify specific failures of Contractor in meeting contract standards.

2.15 DEFERRED PARTICIPANT

A CalWORKs participant who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn deferral criteria. Deferred participants will still receive case management services but are not subject to sanctions or eligible for bonuses or supportive services.

2.16 EXEMPT PARTICIPANT

A CalWORKs recipient who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn exemption criteria. Exempt participants will receive no Cal-Learn services and are not subject to sanctions or eligible for bonuses.

2.17 GREATER AVENUES FOR INDEPENDENCE (GAIN)

GAIN is the acronym for the “Greater Avenues for Independence” program established with the passage of Assembly Bill 2580 on September 26, 1985. GAIN has been replaced by CalWORKs.

2.18 GAIN PROGRAM HANDBOOK (PH)

The GAIN Program Handbook/Manual that covers policies and procedures which governs the COUNTY’s administration of GAIN case management.

2.19 GAIN REGIONAL LIAISON

The COUNTY staff who supervises GAIN Services Workers.

2.20 GAIN SERVICES COORDINATOR (GSC)

DPSS employees who act as a liaison between GAIN and CalWORKs District staff in resolving problems regarding GAIN sanctions and the exemption process. The GSC is responsible for ensuring that both staff communicate, collaborate and cooperate when attempting to resolve various concerns.

2.21 GAIN SERVICES WORKER (GSW)

DPSS employees who are members of the Cal-Learn case management team. A GSW’s responsibilities include review and approval of deferrals, exemptions, good cause determinations, bonuses and sanctions that are recommended by

the Cal-Learn Case Manager. The GSW is also responsible for issuing bonuses and supportive service payments.

2.22 GAIN SERVICES SUPERVISOR (GSS)

DPSS employee who oversees the work of the Cal-Learn case management team and provides weekly and monthly reports to management.

2.23 GEARS

GEARS is an acronym for “GAIN Employment Activity and Reporting System” which is the automated data management system to be used to support the GAIN program in Los Angeles County.

2.24 INTER-AGENCY TRANSFERS

Cases that have been sent to another Cal-Learn service provider in the COUNTY.

2.25 INTER-COUNTY TRANSFERS – CL 15

Inter-County Transfers are cases that have been sent to Los Angeles County from neighboring or other counties. The Inter-County Transfer (CL 15) form and the Inter-County Transfer Summary (CL 16) are both used for transferring cases and the CL 16 is also used for transferring cases directly between case management providers.

2.26 MAINTAIN CASE PHONE AND ADDRESS (MCAP)

GEARS screen used to maintain participant’s phone number and address.

2.27 PARTICIPANT COMPONENT SELECTION (IPCA)

GEARS screen used to list the components participants have been assigned.

2.28 PARTICIPANTS SERVED

Participants receiving CalWORKs benefits, meet Cal-Learn program requirements, as defined in applicable State and County regulations, and have been enrolled in the Cal-Learn Program.

2.29 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS is a document furnished by the COUNTY (Technical Exhibit 6.1) which identifies and summarized the key performance indicators of this Agreement. COUNTY will use the PRS in evaluating CONTRACTOR performance to assure that the Agreement performance standards are met.

2.30 PERSON RECORD INQUIRY (IPRC)

GEARS screen used to maintain participant's information such as, birthday, name, and eligibility status.

2.31 QUALITY CONTROL PROGRAM

All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet Agreement requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

2.32 REPORT CARD

A periodic report that is routinely issued by schools which documents Cal-Learn participant's academic achievements.

2.33 SANCTION

A sanction is a reduction in the payee's CalWORKs payment that is assigned to the Cal-Learn participant's case. The sanction is applied when the Cal-Learn participant fails to submit a report card that is due or receives less than a "D" grade average, or a 1.0 grade point average.

2.34 SATISFACTORY PROGRESS

Report card which indicates the participant has received a grade average of "C" or higher, or a 2.0 grade point average or higher.

2.35 SERVICE MONTH

The service month is the current month in which services are being provided to Cal-Learn participants.

2.36 STATE

The State of California.

2.37 SUPPORTIVE SERVICES

Transportation, child care and ancillary expenses needed by Cal-Learn participants to enable them to attend school.

2.38 WELFARE-TO-WORK DIVISION

A Division within DPSS that is responsible for administering the GAIN program, and the Cal-Learn program in Los Angeles County.

2.39 ORIENTATION ATTENDANCE RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who have completed Cal-Learn Orientation. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who have completed the Orientation in the semi-annual review period of those that were scheduled to appear for orientation.

Denominator: Participants with a scheduled Cal-Learn Orientation in the semi-annual review period, minus those that were erroneously referred.

2.40 SCHOOL ENROLLMENT RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who were enrolled in school. The rate for the population being reviewed is follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who were enrolled in school at any time during the semi-annual review period. The enrollment date is not restricted to the semi-annual review period and can have occurred in a prior semi-annual review period.

Denominator: Participant:

- a. Is in Number Served (i.e., enrolled in Cal-Learn); and
- b. Has completed Cal-Learn Orientation; and
- c. Was not erroneously referred to CONTRACTOR.

2.41 REPORT CARD SUBMISSION RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who are enrolled in school and had at least one report card due in the semi-annual review period. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who submitted one or more report cards in the semi-annual review period of those that were due.

Denominator: Participants who were enrolled in school at some time in the semi-annual review period and had at least one report card due in the semi-annual review period.

- Participants enrolled in school; and
- Report card due in the semi-annual review period that does not fall in 90-Day Participation Period; and
- Were not erroneously referred to CONTRACTOR; and
- The report card due date falls during a period of Cal Learn eligibility.

2.42 GRADUATION RATE

A performance outcome rate based on a periodic review of all Cal-Learn participants that have graduated or completed their high school education via high school diploma, General Education Development (GED), or its equivalent. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who graduated in the annual review period.

- \$500 bonus issued in the annual review period; or
- Component End Code = "57" (graduated) and component end date in the annual review period; or
- GED/High School Diploma = "Y" and GED/High School Diploma Received date in the annual review period; or
- Otherwise noted as "graduated" in COUNTY management systems (i.e., GEARS or any alternate means approved by COUNTY, such as CONTRACTOR provided data).

Denominator: Participants that left the program in the annual review period who have at least completed the 11th grade level.

- Component End Codes "57", "60" or "70"; and
- Component End Date in the annual review period; and
- Last grade completed equal to or greater than the 11th grade and not in 90-Day Participation Period; and
- Were not erroneously referred to CONTRACTOR.

2.43 90-DAY PARTICIPATION PERIOD INDICATOR

2.43.1 An asterisk will be attached to all report card due dates that immediately follow the 90-Day Participation Period or that are automatically generated by GEARS when the CL1 is generated. The GAIN Services Supervisor (GSS) will have the ability to remove the asterisk from the records, as appropriate; additionally, the report card due dates will not be included in the report card submission or graduation rate calculations.

2.43.2 (First report card for the 90-day Participation Period = 1st day of the calendar month + 91 calendar days + 10 working days following the latest scheduled appraisal date, excluding any participants deregistered in the last 90 days.)

2.44 PERFORMANCE OUTCOME MEASURES

2.44.1 Performance Measures that reflect outcomes that are reflective of the CONTRACTOR's performance. The Performance Outcome Measures are: Orientation Attendance Rate, School Enrollment Rate, Report Card Submission Rate and Graduation Rate.

3.0 COUNTY FURNISHED ITEMS

COUNTY furnished items are provided by COUNTY for the term of the Agreement only and are solely for the performance of this agreement.

3.1 EQUIPMENT

3.1.1 For the purpose of this Agreement, COUNTY shall furnish and install for CONTRACTOR use, GEARS computer terminals, printers and the necessary transmission lines. This equipment remains the property of COUNTY. Upon termination of this Contract, COUNTY shall remove the GEARS terminals, printers and the transmission lines.

3.2 MAINTENANCE REPAIRS AND REPLACEMENT

3.2.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of COUNTY furnished equipment. CONTRACTOR shall be responsible for repair and replacement costs for COUNTY furnished equipment that is damaged due to CONTRACTOR's abuse or carelessness, as determined by COUNTY.

3.2.2 CONTRACTOR shall be responsible for all expenses, such as rewiring and telephone circuit re-routing for the relocation of GEARS equipment if the relocation is not required by COUNTY.

3.2.3 CONTRACTOR shall not install software or screen savers on COUNTY provided PCs. Any installation, de-installation or re-installation of required software and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. Any service calls required because of CONTRACTOR's staff modifying the configuration of software on the PCs shall be the expense of the CONTRACTOR.

3.3 MATERIALS

COUNTY shall provide:

3.3.1 List of State and County Cal-Learn regulations, including, but not limited to CDSS MPP Chapter 42-700 and the DPSS GAIN Program Handbook, Chapter 1800, and all applicable updates.

3.3.2 DPSS Operations Handbook, Section 21, Civil Rights Program and all applicable updates;

3.3.3 A supply of Civil Rights Complaint forms, PA 607, for use by trainees in reporting civil rights complaints;

- 3.3.4 A list of the COUNTY- observed holidays;
- 3.3.5 Cultural Awareness, and Child/Elder Abuse Awareness and Reporting trainings; and
- 3.3.6 Appropriate COUNTY hiring guidelines for candidates with criminal convictions.

3.4 REFERRALS

- 3.4.1 COUNTY shall provide listings of CalWORKs recipients who appear to be eligible for Cal-Learn.

3.5 SERVICES

- 3.5.1 COUNTY shall provide the payment system for Cal-Learn child care, transportation, ancillary expenses and bonuses. COUNTY shall also provide a system for deducting Cal-Learn sanctions.

3.6 SUPPLIES

COUNTY shall provide:

- 3.6.1 Video training tapes for child abuse, elder abuse, civil rights and cultural awareness.
- 3.6.2 State-approved Nondiscrimination In-Services Notices, Civil Rights complaints forms, all other State-mandated and COUNTY-mandated forms, posters and fliers describing participant's grievance and State Hearing rights.
- 3.6.3 State Manual Chapter 20-000 on welfare fraud, DPSS Administrative Directive 2898, dated 10/4/87, and Assembly Bill 3988 on Elder Abuse and Dependent Adult Abuse dated September 14, 1986.
- 3.6.4 The COUNTY GAIN and Cal-Learn Plans and any significant revisions/annual updates.
- 3.6.5 DPSS staff with contract monitoring responsibilities will supply CONTRACTOR with the County's "Safely Surrendered Baby Law" posters and/or wallet-size cards (Attachment H) The CCA shall provide CONTRACTOR with the "Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law" document (Attachment H-1, attached hereunder).

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall provide all personnel, facilities, materials, supplies, and equipment necessary to perform all Agreement services, except for those provided COUNTY as identified in Section 3.0 of Attachment A, here above.

4.1 PERSONNEL

- 4.1.1 CONTRACTOR shall provide all supervisory, administrative, and direct labor personnel, including bilingual personnel, to accomplish all work required by this Agreement.
- 4.1.2 CONTRACTOR shall maintain staffing levels as approved by DPSS. Should CONTRACTOR determine that provided services require additional or fewer staff, CONTRACTOR shall obtain prior approval from DPSS.
- 4.1.3 CONTRACTOR's case managers shall possess an expertise in understanding the education, training and other social and health service needs of pregnant and parenting youths, as well as knowledge of the local programs that provide these services.
- 4.1.4 CONTRACTOR shall provide staff with bilingual skills, such as Spanish, or provide interpretive services for participants who cannot communicate in English. CCA will notify CONTRACTOR of language requirements for the areas served. Although a participant shall not be required to provide an interpreter, CONTRACTOR shall not be prohibited from utilizing an interpreter voluntarily provided by the participant (e.g., a relative or friend).
- 4.1.5 CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.
- 4.1.6 CONTRACTOR shall conduct, at no cost to COUNTY, criminal background checks to ensure all CONTRACTOR employees meet COUNTY hiring guidelines relating to criminal convictions.

4.2 FACILITIES, EQUIPMENT AND SUPPLIES

- 4.2.1 CONTRACTOR shall provide the necessary facility/facilities and furnishings for case management operations, which are acceptable to COUNTY, accessible to participants, and in conformity with general COUNTY facility standards.
- 4.2.2 CONTRACTOR shall provide telephone installation and equipment, utilities, parking, custodial services, building maintenance and all

services/materials not specifically provided by the COUNTY at all CONTRACTOR facilities used for Cal-Learn services.

4.2.3 CONTRACTOR shall provide COUNTY with updated lists of all sites to be used in administering these services, including any extension site.

4.2.4 CONTRACTOR shall provide supplies, unless otherwise specified in Attachment A, Section 3.0, necessary to perform all services required by this Agreement and adhere to all requirements imposed on CONTRACTOR by this Agreement. CONTRACTOR may augment the equipment provided by COUNTY at no cost to COUNTY and with prior COUNTY approval.

4.3 MATERIALS

4.2.1 CONTRACTOR shall post in each CONTRACTOR facility, in an area that is easily accessible to CONTRACTOR employees and Cal-Learn participants, Equal Employment Opportunity (EEO) posters and State-approved Nondiscrimination In Services notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, Fourth Floor
Los Angeles, California 90010-9856
Telephone Number (213) 251-7278.

4.4 TRAINING

CONTRACTOR shall provide:

4.4.1 DPSS approved child abuse, elder abuse, cultural awareness, civil rights and Cal-Learn orientation training for CONTRACTOR's staff who have direct contact with Cal-Learn participants.

4.4.2 DPSS approved training to CONTRACTOR's staff for program reinforcement, internal operations procedures, and any other supplemental training determined necessary by CONTRACTOR or COUNTY.

4.5 SERVICES

4.5.1 CONTRACTOR shall house GEARS terminals and printers and any other COUNTY computer equipment at the designated CONTRACTOR site, and shall provide all security measures to ensure that the COUNTY's computer equipments are secure and confidentiality is maintained. CONTRACTOR shall also meet any additional security measures as required by COUNTY. CONTRACTOR's security measures must be approved by COUNTY.

- 4.5.2 If CONTRACTOR changes the GEARS terminal and printer location, CONTRACTOR shall provide a minimum of 60 days prior written notice of the planned move to COUNTY, pay for all expenses of the COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY provided computer equipment.

4.6 RETURN OF SUPPLIES, FORMS AND EQUIPMENT

- 4.6.1 Upon the Agreement's termination, CONTRACTOR shall transfer to DPSS equipment purchased with County funds and unused supplies and forms purchased for this Agreement or its residual value to COUNTY.
- 4.6.2 Prior to the termination of the Agreement, CONTRACTOR may use furniture purchased for this Agreement, in exchange for services or equipment of equal value, as approved by COUNTY.
- 4.6.3 COUNTY will determine the residual value of all assets should the CONTRACTOR opt to return the residual value of the assets in place of the assets.

4.7 COMPLAINT RESOLUTION PROCEDURES

- 4.7.1 CONTRACTOR shall establish a procedure to resolve complaints, and provide such procedure to the COUNTY within 15 business days after Agreement effective date.
- 4.7.2 CONTRACTOR shall notify the COUNTY, in writing, within five workdays, of receiving a complaint.

4.8 CIVIL RIGHTS COMPLAINT PROCEDURES

- 4.8.1 CONTRACTOR shall provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language.
- 4.8.2 CONTRACTOR shall maintain a log of Civil Rights complaints.
- 4.8.3 CONTRACTOR's Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between CONTRACTOR and the County Contract Administrator and DPSS Civil Rights & Customer Relations Section (CRCR).
- 4.8.4 All CCM/CRLs shall forward all PA 607s to the CCA within two business days.
- 4.8.5 CCM/CRLs shall not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR Section.

5.0 SPECIFIC TASKS

5.1 OVERVIEW OF CASE MANAGEMENT OPERATIONS AND TASK

- 5.1.1 CONTRACTOR is responsible for administering Cal-Learn case management services in accordance with all applicable laws and existing or future State regulations and COUNTY policies and procedures governing Cal-Learn, including but not limited to the California Department of Social Services (CDSS) Manual of Policy and Procedures Eligibility and Assistance Standards Sections 42-762 through 42-769 and the Department of Public Social Services (DPSS) GAIN Program Handbook, Chapter 1800 and its updates, hereinafter referred to as “County Cal-Learn Policies and Procedures.” Any deviation from applicable laws and regulations shall require COUNTY approval prior to implementation.
- 5.1.2 CONTRACTOR is responsible for tracking all caseload activity and reporting on Cal-Learn services, as described below in this Agreement.
- 5.1.3 CONTRACTOR shall provide Cal-Learn services and applicable reporting tasks as specified in this Agreement. These services are not to be provided to the exclusion of any other requirement of law or regulation.
- 5.1.4 CONTRACTOR shall provide Cal-Learn services, pursuant to the Specific Tasks listed in Paragraph 5.0, Subsections 5.1 through 5.18 of this Statement of Work, to each eligible CalWORKs participant without exception; unless, otherwise notified by the COUNTY to cease services or the participant is no longer eligible in accordance with State regulations and COUNTY Cal-Learn Policies and Procedures.

5.2 IDENTIFICATION AND RECRUITMENT OF CAL-LEARN PARTICIPANTS

- 5.2.1 COUNTY shall provide to CONTRACTOR, a weekly Cal-Learn Universe Listing of CalWORKs participants who appear to be eligible for Cal-Learn in CONTRACTOR’s service delivery area. Recruitment may occur through CONTRACTOR co-location at DPSS CalWORKs district offices, as described below in Section 5.15, Co-location at COUNTY Sites or any other means CONTRACTOR and COUNTY deem appropriate.
- 5.2.2 CONTRACTOR may independently identify participants who are eligible for the Cal-Learn Program, as defined by applicable State regulations and COUNTY Cal-Learn Policies and Procedures.
 - 5.2.2.1 When CONTRACTOR identifies a potentially eligible pregnant or parenting teen, CONTRACTOR shall notify GAIN Cal-Learn Line Operations to verify the participant’s CalWORKs and Cal-Learn eligibility on GEARS and the Los Angeles Eligibility Automated Determination, Evaluation And Reporting (LEADER) System. CONTRACTOR shall confirm the status of a potentially

eligible Cal-Learn participant by reviewing GEARS screens: 1) IPCA; 2) MCAP; 3) IPRC; and, 4) ICAS.

- 5.2.2.2 If the minor pregnant or parenting teen identified by the CONTRACTOR is not aided on CalWORKs or is not eligible for Cal-Learn, no Cal-Learn services shall be provided.

5.3 CAL-LEARN NOTIFICATION AND ENROLLMENT

- 5.3.1 Upon identifying a participant as eligible for Cal-Learn, as stated in Section 5.2 above, CONTRACTOR shall enroll participant via GEARS or any other COUNTY approved means.

- 5.3.1.1 Cases shall be assigned to a Cal-Learn Contract Case Manager within four (4) work days of receiving eligibility confirmation from GAIN Cal-Learn Line Operations or receipt of an Inter-County Transfer form (CL 15, Cal-Learn Case Management Inter-County Transfer Form and/or CL 16, Cal-Learn Case Management Inter-County Transfer Summary).

- 5.3.1.2 Within four (4) workdays of assigning a participant to a Cal-Learn Contract Case Manager, CONTRACTOR shall set an orientation appointment date to alert GEARS to automatically initiate the CL 1, to both the eligible teen and the Head of the CalWORKs Assistance Unit, if applicable. The appointment shall be set at least ten (10) workdays from the date the component is opened.

- 5.3.2 Once a participant is assigned to a Contract Case Manager, CONTRACTOR shall create a separate Cal-Learn case file folder for each referred participant. The file folder shall contain all pertinent information related to Cal-Learn services.

For Cal-Learn participants who are referred erroneously and identified as such after the component is opened, the CONTRACTOR shall create a file to document the determination of erroneous referral and reason for exit.

5.4 CAL-LEARN ORIENTATION

- 5.4.1 CONTRACTOR shall provide and conduct Cal-Learn Orientations to Cal-Learn participants, as described in Section 5.3 above. Orientation shall be scheduled within twenty (20) workdays of Cal-Learn enrollment.

- 5.4.2 Orientation shall abide by applicable State regulations and County Cal-Learn Policies and Procedures.

- 5.4.3 CONTRACTOR is expected to meet a performance outcome for completion of Cal-Learn orientation. For the semi-annual period of the

Agreement, the minimum performance standard is 70 % for all newly enrolled participants, excluding those erroneously referred.

- 5.4.4 Orientation No-Shows – CONTRACTOR is responsible for contacting Cal-Learn participants who do not attend the scheduled orientations and shall continue recruitment efforts through such means as telephone calls, home visits, and/or follow-up letters.

5.5 CASE MANAGEMENT

CONTRACTOR shall provide comprehensive case management, as specified by the Adolescent Family Life Program Standards established by the California Department of Health Services, and all applicable State regulations and County Cal-Learn Policies and Procedures.

5.5.1 Case Plan

Within sixty (60) work days of the completed Cal-Learn orientation appointment, CONTRACTOR shall develop a comprehensive case plan, for each Cal-Learn participant. The purpose of the case plan is to assist participants in graduating from high school, or obtaining its equivalent (GED or California High School Proficiency Certificate). CONTRACTOR shall update the case plan at least once every quarter. The case plan shall abide by State regulations and County Cal-Learn Policies and Procedures.

5.5.2 Cal-Learn Plan Review

CONTRACTOR will monitor each Cal-Learn participant's progress through monthly contacts with the participant, a collateral relative, or a service provider, to determine the effectiveness of the service plan and the participant's progress. If needed, CONTRACTOR shall make necessary changes to the service plan to improve the Cal-Learn participant's progress.

Cal-Learn Contract Case Manager shall act as an advisor, mentor, and role model so that each Cal-Learn participant has someone to trust and rely upon for advice and guidance.

5.6 SUPPORTIVE SERVICES

CONTRACTOR shall evaluate unmet needs for child care, transportation, ancillary services, and other services needed to attend school full-time as defined by the school.

- 5.6.1 CONTRACTOR shall document supportive service needs and forward COUNTY-required transportation and ancillary payment requests and documentation to the GAIN Services Worker, and request for child care to the appropriate Alternative Payment Program (APP) agency.

- 5.6.2 CONTRACTOR shall report changes in status that affect supportive service payments, or overpayments and underpayments, if discovered, to the GAIN Services Worker within five workdays of discovery.
- 5.6.3 CONTRACTOR shall maintain documentation of supportive service requests in the Cal-Learn case record, as required by COUNTY procedures.

5.7 SCHOOL ATTENDANCE AND REPORT CARDS

5.7.1 School Enrollment

Consistent with the stated goals of the Cal-Learn Program, CONTRACTOR shall emphasize the importance of completing a high school education and work with participants to address barriers to school enrollment. Accordingly, CONTRACTOR is expected to meet a performance outcome for enrollment in high school or equivalent program. The minimum performance standard is 60% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled who have completed Cal-Learn orientation.

If the participant is unable to obtain documentation of school enrollment, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and school enrollment information.

5.7.2 Report Card Schedule

CONTRACTOR shall give or mail to the Cal-Learn participant, the CalWORKs payee and the GAIN Services Worker, the initial report card schedule and all updates to the report card schedule. The report card schedule is developed by the Cal-Learn Contract Case Manager within thirty calendar days of the participant's Cal-Learn enrollment and/or as part of the Case Plan. Updates to the report card schedule are developed when the previous report card is due or has been submitted or as necessary during the Case Plan Review. The report card schedule and updates will be on a COUNTY approved form.

CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled in high school or an equivalent program.

5.7.3 School Progress

The Cal-Learn Contract Case Manager shall monitor to ensure that report cards are submitted by the Cal-Learn participant by the report card due

date (within 10 work days after the report card issue date) in accordance with the report card schedule, per Section 5.7.2 above.

If the participant is unable to obtain the report card from the school, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and progress of student.

5.7.4 High School Graduation

CONTRACTOR is expected to meet a performance outcome for high school graduation. For the annual period of the Agreement, the minimum performance standard is 50% of all Cal-Learn participants who are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the eleventh grade, and have not been exited due to loss of CalWORKs eligibility.

5.8 GOOD CAUSE DETERMINATIONS

5.8.1 Good Cause determination is started/evaluated when requested by the Cal-Learn participant. CONTRACTOR shall review the events on which the Cal-Learn participant based the request and provide a recommendation for a sanction, bonus or no bonus/no sanction, with substantiating documentation to the County. The GAIN Services Worker shall review the CONTRACTOR's documentation and recommendation to determine if the Cal-Learn participant does or does not have good cause.

5.8.2 The Cal-Learn Contract Case Manager shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.

5.9 DEFERRALS

5.9.1 CONTRACTOR shall send a deferral recommendation and supporting documentation to the GAIN Services Worker (GSW) for approval and follow State regulations and County Cal-Learn Policies and Procedures.

CONTRACTOR shall continue Cal-Learn case management during the time a Cal-Learn participant is deferred. Supportive Services payments do not continue.

5.9.2 CONTRACTOR shall review deferrals when the deferral period expires, but no less often than every three months.

5.10 EXEMPTIONS

5.10.1 CONTRACTOR shall follow applicable State regulations and COUNTY Cal-Learn Policies and Procedures in recommending an exemption and

send an exemption recommendation and supporting documentation to the GSW for approval.

5.10.2 Cal-Learn services are not provided to teens exempted from Cal-Learn. CONTRACTOR shall review the exemption reason when it expires, but no less than every six months. COUNTY will alert CONTRACTOR via the Cal-Learn Checklist five work days prior to the end of the exemption period that an exemption review will be due.

5.11 REFERRALS

CONTRACTOR shall provide referrals to appropriate community services needed to assist the teen parent to continue in or return to school when the needed services are available and also accessible to the teen parent.

5.11.1 Welfare Fraud Investigation Referrals

CONTRACTOR shall initiate a fraud referral to the GAIN Services Worker if the Cal-Learn participant, the Cal-Learn participant in collusion with a service provider or any family member is suspected of committing welfare fraud. Initial reports/referrals can be verbal or in writing. When making a verbal report, CONTRACTOR is to ensure that a written referral is submitted within three work days of the initial report.

The CONTRACTOR shall notify the GAIN Services Worker **within five business days** when an overpayment is discovered on a Cal-Learn case.

5.11.2 Child/Elder Abuse Investigation Referrals

CONTRACTOR shall report suspected elder abuse or child abuse per existing State mandated reporter requirements. Contractor shall initiate reports to the Department of Children and Family Services or other appropriate authorities, verbally or in writing. When making a verbal report, CONTRACTOR shall ensure that a written report is submitted within three workdays of the initial report.

5.12 CAL-LEARN EXITS

5.12.1 CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility. When the participant no longer qualifies, CONTRACTOR shall take appropriate action and initiate the closure of the participant's Cal-Learn component in no more than five work days from the workday after the date notification was received from the GSW, via the final checklist, that the participant was ineligible.

5.12.2 CONTRACTOR shall ensure the Cal-Learn component closure is effective no later than the last day of the month in which notification of termination is received, teen turns 19 or 20 years old or graduates. When a bonus, sanction, or good cause determination is pending, CONTRACTOR may keep the component open until the end of the month, following the month in which the participant became ineligible. To the extent possible, COUNTY shall notify CONTRACTOR on cases that are to be closed in a specific month at least five working days prior to the end of the month. Information shall be retained and documented in participant's Cal-Learn case folder.

5.12.3 CONTRACTOR shall not be paid beyond the month in which written notification is received from COUNTY that the Cal-Learn participant is no longer eligible except for reasons stated above. CONTRACTOR may not be eligible for payment for any cases where a CONTRACTOR-caused delay occurs in closing a component.

5.13 INTER-COUNTY TRANSFERS (ICT)

5.13.1 For cases being **transferred in** from other counties in California, CONTRACTOR shall assign ICT cases to case managers within four work days of receipt of CL 15 or CL 16. The COUNTY shall provide the date-stamped CL 15 to the CONTRACTOR within three work days from receipt of CL 15.

5.13.2 CONTRACTOR shall forward CL 16 to COUNTY within three workdays of receipt.

5.13.3 CONTRACTOR shall maintain effective controls to ensure proper invoicing of ICT cases. CONTRACTOR may request payment for these cases effective the month in which Cal-Learn services were initiated. In addition, CONTRACTOR shall ensure that previously invoiced ICT cases are not counted as new cases in subsequent invoices once the case is added as new via GEARS.

5.13.4 For cases being **transferred out** to other counties in California, CONTRACTOR shall notify the GAIN Deputy Administrator and initiate Cal-Learn exit procedures, within three work days of receiving notification from the GSW, via the Cal-Learn checklist, of a participant's move to another county.

5.14 INTER-AGENCY TRANSFERS

CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.

5.14.1 Upon verification of participant's change of address from GSW, CONTRACTOR shall transfer those cases that have moved to another service area within Los Angeles County within 10 work days.

For outgoing cases, CONTRACTOR shall confirm the new address service area, notify the new provider per established procedures, receive transfer information from new provider and transfer the case electronically in GEARS.

The receiving agency shall, within four work days of request, provide the name of the new case manager to the sending agency to complete the transfer. Should COUNTY affect CONTRACTOR's ability to transfer a case within the 10 work days, CONTRACTOR shall complete the transfer as soon as possible.

- 5.14.2 In the event that a Cal-Learn participant requires immediate services while a case is in the process of being transferred, CONTRACTOR shall remain responsible for providing services until GEARS is updated and reflects a new Cal-Learn service provider as the responsible provider.
- 5.14.3 CONTRACTOR must ensure proper invoicing on all outgoing and incoming inter-agency transfers, as CONTRACTOR would no longer be eligible for payment in the service month in which the case was transferred out, but will be eligible for payment in the service month in which it received case transfers.

5.15 CO-LOCATION AT COUNTY SITES

CONTRACTOR may utilize COUNTY premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Learn case management. It is expressly understood that this Agreement does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

5.15.1 CONTRACTOR shall:

- 5.15.1.1 Abide by the COUNTY's rules and regulations as described in Section VIII, Paragraph 50.0 of the Agreement
- 5.15.1.2 Keep the occupied area in a clear and sanitary manner.
- 5.15.1.3 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to CONTRACTOR that is installed or placed within the area occupied.
- 5.15.1.4 Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR activities on the premises.
- 5.15.1.5 Upon termination of this Agreement, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by COUNTY,

other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.

5.15.1.6 Permit COUNTY staff to enter the area occupied at any time for the purpose of determining whether the CONTRACTOR's activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required of the COUNTY.

5.15.1.7 Conduct outreach activities at local Department of Public Social Services district offices. COUNTY shall provide to CONTRACTOR, a table, chair and access to a telephone, as needed, when conducting and/or assisting pregnant/teen parents during appointments/interviews with the teen's Eligibility Worker.

5.15.2 Alterations and Improvements to Facilities

5.15.2.1 CONTRACTOR shall make no alterations or improvements to the premises furnished, other than for the installation and placement therein of personal property required for said activities, without the prior written consent of COUNTY. Alterations or improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.

5.15.2.2 All personal property furnished by the CONTRACTOR, including personal property installed or placed on the premises, shall be removed by the Agreement's termination date. In the event of its failure to do so, title thereto shall vest in COUNTY. All alterations, additions, or betterments to the premises furnished by the CONTRACTOR shall remain the property of the COUNTY upon termination of this Agreement.

5.16 ADMINISTRATIVE TASKS

CONTRACTOR shall provide all administrative services necessary to perform the Agreement requirements specified in this agreement as follows:

5.16.1 CONTRACTOR shall ensure that a Contractor Employee Acknowledgement and Confidentiality Agreement, as illustrated in Attachment D, is signed and a copy is on file for each employee prior to his/her commencing work under this Agreement.

- 5.16.2 CONTRACTOR shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in CONTRACTOR's records.
- 5.16.3 CONTRACTOR shall revise internal procedures as required by COUNTY to comply with systems or regulation changes.
- 5.16.4 CONTRACTOR shall provide in-house staff training and maintain a log to ensure the following requirements are met. CONTRACTOR shall update training as necessary to ensure staff understanding of all current and updated regulations, laws, systems and procedures.
 - 5.16.4.1 All public contact staff must be consistently sensitive, understanding, and use sound judgment in recognizing the rights and needs of participants.
 - 5.16.4.2 Staff is trained in sensitivity to language and cultural differences, and will work with participants to address language and cultural barriers to education that participants may demonstrate.
 - 5.16.4.3 All line staff and supervisors understand and correctly apply all provisions of the COUNTY Cal-Learn Plan, State regulations and County Cal-Learn Policies and Procedures, COUNTY requirements, participants' civil rights requirements, confidentiality requirements and welfare fraud and child/elder abuse reporting requirements.
 - 5.16.4.3 Methods are employed to identify and mitigate in a timely manner problems experienced by staff in coping with job stress, workload pressures, and interaction with program participants.
- 5.16.5 CONTRACTOR shall create and maintain Cal-Learn case files. The use of manila folders will be sufficient for this purpose.
 - 5.16.5.1 A file shall be maintained for each Cal-Learn participant and shall include, but not be limited to:
 - 5.16.5.1.1 Cal-Learn Participant's Name and Address;
 - 5.16.5.1.2 CalWORKs Payee Name and Case Number;
 - 5.16.5.1.3 Copies of Notices;
 - 5.16.5.1.4 Case Plan;
 - 5.16.5.1.5 Report Cards and school progress reports, or contractor documentation;

- 5.16.5.1.6 Deferral, Exemption, Bonus, or Sanction Recommendations;
- 5.16.5.1.7 Documentation to substantiate cause recommendations, deferrals and all recommendations made to the GAIN Services Worker;
- 5.16.5.1.8 Service Referrals;
- 5.16.5.1.9 Complaints.

5.16.5.2 A security system shall be maintained to protect the confidentiality of the files.

5.16.5.3 CONTRACTOR shall retain files as required in Record Retention and Inspection, Section VI, Paragraph 47 of the Agreement.

5.16.6 Contract staff at each site shall be available to discuss participant's progress records with COUNTY, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except County-recognized holidays and County-approved Contractor holidays.

Contract Manager or designee shall attend meetings and provide participant progress records and other documentation as requested by COUNTY. COUNTY shall provide a minimum of five work days' notice of scheduled meetings and request for documentation/information.

5.16.7 CONTRACTOR shall maintain a supply of civil rights complaint form PA 607, which will be furnished by the COUNTY as needed during the life of the Agreement. CONTRACTOR shall complete the civil rights complaint form when a Cal-Learn participant has stated that his/her rights have been violated, even when the complaint has been resolved by Contractor. The forms are to be sent within three work days of the complaint with a copy to the CCA, to:

DPSS Civil Rights and Language Services Section
Civil Rights Program Manager
12860 Crossroads Parkway South
City of Industry, California 91746

5.16.8 CONTRACTOR shall be available to consult with COUNTY as needed, in the event compliance procedures are initiated. CONTRACTOR shall also provide records, documents and written statements for State hearing, compliance, and grievance processes when requested by COUNTY within five work days of a telephone call or written notice.

- 5.16.9 Annually or upon demand by COUNTY, CONTRACTOR shall conduct an inventory of all equipment purchased for this Agreement and a copy shall be sent to the CCA.

5.17 REPORTING TASKS

- 5.17.1 CONTRACTOR shall use data from GEARS reports to reconcile with its own records, where applicable. CONTRACTOR shall send to COUNTY, a monthly Ongoing Services Invoice addressed to the CCA. The invoice is due by the fifteenth calendar day of the month for the previous month. The monthly invoice shall be similar in form to the Technical Exhibit 6.3.
- 5.17.2 CONTRACTOR shall provide on a semi-annual basis:
- 5.17.2.1 Summaries of participant success stories, due the fifteenth of the month following the semi annual and annual period of the Agreement.
 - 5.17.2.2 Narratives of types of services provided in-house and through CONTRACTOR's network of service providers, due the fifteenth of the month following the semi-annual and annual period of the Agreement.
- 5.17.3 CONTRACTOR shall complete and provide to the CCA other ad hoc reports as required by COUNTY.

5.18 PERFORMANCE OUTCOME MEASURES

- 5.18.1 CONTRACTOR shall abide by all standards and expectations contained in this Agreement. In addition, the Agreement includes four Performance Outcome Measures, as defined in Attachment A, Section 2.41 and their respective standards reflected as percentages as detailed in Attachment A, Sections 5.4.3, 5.7.1, 5.7.2, and 5.7.4.
- 5.18.2 In assessing financial bonuses and deductions, the following evaluation periods shall be used for the listed Performance Outcome Measures:
- 5.18.2.1 COUNTY shall evaluate CONTRACTOR performance based on orientation completion, report card submission and school enrollment rates during the six-month evaluation period of the Agreement.
 - 5.18.2.2 COUNTY shall evaluate CONTRACTOR performance based on its graduation rate during the annual evaluation period of the Agreement.

- 5.18.3 During any of the aforementioned monitoring periods, should CONTRACTOR performance in all four listed performance outcome measures, for the monitoring period, exceed the standards by larger than the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may be eligible for a payment bonus of \$100 for each percentage point above the standard minus AQL in each of the performance outcome measures.
- 5.18.4 During any of the aforementioned monitoring periods, should CONTRACTOR performance in all four listed performance outcome measures, for the monitoring period, fall below the standards minus the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may receive a payment deduction of \$100 for each percentage point below the standard minus the AQL in each of the performance outcome measures.
- 5.18.5 Ceilings on bonuses and floors on deductions shall not exceed ten percent (10%) of CONTRACTOR's monthly payment issued during the performance outcome measures' evaluation period, as described in Agreement Part V, Paragraph 3.13. The highest monthly payment in the evaluation period ending August 2009 shall be used in making this assessment. Bonuses and deductions will be assessed one time during a contract year.
- 5.18.6 GEARS data shall be utilized in determining CONTRACTOR performance on performance outcome measures.
- 5.18.7 Should rates in any of the performance outcome measures exceed or fall below the standards, COUNTY at its discretion shall meet with CONTRACTOR to evaluate the appropriateness of the standards and/or methodology in arriving at the standard. COUNTY shall retain sole discretion in making a determination on the appropriateness of the standards based on CONTRACTOR input.
- 5.18.8 CONTRACTOR may request consideration to waive performance standards as discrepant. However, for the purposes of imposing bonuses or deductions, the evaluation periods shall follow the time frames noted above.
- 5.18.9 COUNTY shall provide to CONTRACTOR copies of all monitoring reports and appropriate supporting data, which may include data files that support CONTRACTOR performance rates. These will be provided on a monthly basis as well as cumulatively for the timeframe for each outcome measure. COUNTY reserves the right to determine the appropriateness of providing supporting information.

TECHNICAL EXHIBIT 6.0

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1. INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Agreement. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

A listing of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Agreement and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Agreement and Statement of Work. In addition, the PRS is not meant to be a conclusive list of all monitored items. The COUNTY will monitor for the entire provisions in the Agreement. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Agreement, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis for penalties.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. The COUNTY will work with the CONTRACTOR to help resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

6.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart follows the PRS as Technical Exhibit 6.1 and provides the following:

- 6.2.1 Lists the Agreement requirements considered most critical to acceptable contract performance (Column 1 of chart).
- 6.2.2 Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

- 6.2.3 Defines the Standard of performance for each required service (Column 3 of chart).
- 6.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalty amounts and/or points (Column 4 of chart).
- 6.2.5 Shows the amount of unsatisfactory performance indicator amounts and/or points that may be assessed for exceeding the AQL (Column 6 of chart). These indicators may serve as the baseline for assessing liquidated damages.

6.3 QUALITY ASSURANCE

CONTRACTOR performance will be compared to the Agreement standards and acceptable quality levels (AQL's) using the COUNTY's Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

- 6.3.1 Review of Reports, Statistical Record and Files.
- 6.3.2 User Complaints.
- 6.3.3 Random Sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For random sample tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.
- 6.3.4 Site visits.

6.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

- 6.4.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (see Technical Exhibit 6.2) will be issued.
- 6.4.2 If a CDR is issued, it will be sent to the Contract Manager or alternate.

6.4.3 Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within 10 business days.

6.4.4 The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to deem it an unsatisfactory performance for the month.

6.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard, and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance;

Lot Size - the total number of units or services provided during the sample period;

Sample Size - The number of units to be checked for a given time period; and

Acceptance/Rejection Numbers - The numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often the CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

The *Unsatisfactory Performance Indicator (UPI)* penalty points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL

When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may require the service be properly performed prior to the next scheduled performance review.

6.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.7 UNSATISFACTORY PERFORMANCE REMEDIES

When CONTRACTOR performance does not conform with the requirements of this contract, the COUNTY shall have the right to apply the following non-performance remedies:

- 6.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 6.7.2 Assess penalty points for each Unsatisfactory Performance Indicator per month that exceeds the allowable AQL. Should the monthly total of penalty points exceed 50 in any given month, CONTRACTOR shall be required to meet with COUNTY and address specific plans to immediately rectify deficiencies. Provisions included in Agreement Section VIII, Paragraph 24.0, "COUNTY's Quality Assurance Plan" will apply to these occurrences.
- 6.7.3 Suspend or cancel the Agreement for systematic, deliberate misrepresentations. This does not preclude COUNTY's right to terminate the Agreement upon 30 days written notice with or without cause, as provided for in this Agreement Section VIII, Paragraph 53.0, *Termination for Convenience*, herein above.
- 6.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be offset against CONTRACTOR's future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 13.0 and 7.0.</u> - Complies with all laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities.	Notices posted. Instances of abuse reported.	Notices posted in CONTRACTOR facilities and easily accessible to employees. Instances of abuse reported timely.	0%	User complaint and/or on-site investigation. Review of records.	5 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 10.0 – Complaints & Attachment A, Section 4.7, Complaint Resolution Procedures and 4.8, Civil Rights Complaint Procedures.</u>	Contractor has procedures in place to receive, investigate and respond to user complaints.	Submits, within 15 business days of contract effective date, policy on handling complaints. Provides updates to plans timely. Notifies CCA of status of investigations within 5 days of receiving complaints. Provides copies of responses to complaints within 3 business days. For civil rights complaints, completes the necessary civil rights complaint form and forwards it correctly and timely.	5%	On-site visits, user complaints or random sample.	5 points per incident in failing to report a complaint on a timely basis.
<u>Agreement Section VIII, 15.0 - Confidentiality.</u>	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of agreement in CONTRACTOR files. No unauthorized release of information.	0%	Random sample user complaint.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 17.0 - Consideration to Hire GAIN/GROW Participants.</u>	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer participants.	0%	Periodic review of records.	5 points for each failure to comply with CCA requests.
<u>Agreement Section 21.3 and Attachment A, Section 1.3.3.3, 4.1.1, 4.1.3, 4.1.4, and 4.1.5 - Personnel Qualifications</u>	Contractor Staffing Qualifications. Bilingual Certification Process.	CONTRACTOR staff posses the needed training, background and meet the APLP guidelines to provide Cal-Learn Case Management Services. CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s).	0%	On-site review of Contractor's records. On-site review of Contractor's records.	10 points per incident. 10 points per incident.
<u>Agreement Section VIII, 21.3 and Attachment A, Section 1.3.3.4 and 4.1.6 - Criminal Background Checks</u>	Criminal Background Checks.	Conduct criminal background checks to ensure CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.	0%	On-site review of Contractor's criminal clearance records.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Section 1.3 - Key CONTRACTOR Personnel.	Provide at contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0%	Notification by U.S. mail, e-mail, or telephone.	5 points per day for late notification.
Attachment A, Section 1.4 Quality Control Plan (QC).	Contractor provides QC Plan and any subsequent revisions upon CCA request. Contractor maintains QC review records and provides upon CCA request.	QC Plan received by CCA on Agreement start date. Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	0%	Review of plan and revised plans. Periodic review of records	5 points per day late. 1 point per item deficient. 5 points per incident.
Attachment A, Section 4.1.2 - Staffing Levels	Contractor Staffing Levels.	Maintains staffing levels as approved by DPSS. Obtains prior approval from DPSS should CONTRACTOR determine that provided services requires additional or fewer staff.	0%	Review of Contractor's budget and on-site review of Contractor's records.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Section 5.4 - Orientation of Cal-Learn Participants (outcomes)	Rate of newly enrolled Cal-Learn participants that have attended Cal-Learn Orientation..	At minimum, 70% of all newly enrolled participants complete Cal-Learn orientation. 1) Orientation shall be scheduled within twenty (20) workdays of enrollment; 2) CONTRACTOR is expected to meet a performance outcome for completion of orientation; 3) CONTRACTOR is responsible for contacting participants who do not attend the scheduled orientation.	5%	Semi-annual review of data on completion of orientation of all those scheduled for orientation.	\$100 deduction for each percentage point below 65%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 75%, subject to provisions in Attachment A, Section 5.18.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.5 – Case Management</u>	Case Plan and Cal-Learn Plan review	<p>CONTRACTOR shall develop a comprehensive case plan for each Cal-Learn participant within sixty (60) work days of the completed Cal-Learn orientation appointment.</p> <p>CONTRACTOR shall update the case plan at least once every quarter.</p> <p>CONTRACTOR shall monitor each Cal-Learn participant's progress monthly.</p>	5%	Random sampling of participant's records.	1 point for each percentage point in excess of the AQL.
<u>Attachment A, Section 5.6 – Supportive Services</u>	<p>Supportive services needs are evaluated and documented.</p> <p>Change in supportive services status reported to GSW within (5) five workdays.</p>	<p>CONTRACTOR shall evaluate unmet needs for child care, transportation, and other services needed to attend school full-time.</p> <p>CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures.</p>	3%	Site visits and review of randomly selected participant cases.	5 points per percentage point exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.7</u> - School Enrollment Rate	Rate of school enrollment for all teens that have completed Cal-Learn orientation.	CONTRACTOR is expected to meet a performance outcome for enrollment of high school or equivalent program. The minimum performance standard is 60% of all Cal-Learn participants enrolled who have completed orientation.	5%	Semi-annual review of data on school enrollment.	\$100 deduction for each percentage point below 55%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 65%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7</u> - Report Card Schedule - Submission Rate	Rate of report cards received for all Cal-Learn participants that are enrolled in school. The report card schedule shall be developed within thirty calendar days of the participant's Cal-Learn enrollment	CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled in high school or an equivalent program.	5%	Semi-annual review of data on report cards due and submitted.	\$100 deduction for each percentage point below 45% subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 55%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7</u> - High School Graduation Rate	Rate of high school completion for all Cal-Learn participants that have completed the 11 th grade and are enrolled in school.	At minimum, 50% of all Cal-Learn participants that are enrolled in a program, have completed the 11 th grade and have not been exited due to loss of CalWORKs eligibility.	10%	Annual review of data on high school completion	\$100 deduction for each percentage point below 40%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 60%, subject to provisions in Attachment A, Section 5.18.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.8 – Good Cause Determinations</u>	Good Cause Determinations	Cal-Learn participant requests Good Cause Determinations. CONTRACTOR reviews and provides a recommendation for a sanction, with supporting documentation to the GSW.	3%	User complaints or random sample.	5 points for exceeding AQL.
<u>Attachment A, Section 5.9 and 5.10 – Deferrals and Exemptions</u>	Deferrals and Exemptions	CONTRACTOR shall send a deferral recommendation and supporting documentation to the GSW for approval and review deferral when the deferral period expires, but not less often than every three (3) months. CONTRACTOR shall review exemptions when exemption period expires, but not less often than every six (6) months.	5%	Case Review, GEARS Screen, and GEARS Reports.	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.11 Referrals</u>	Referrals to the appropriate community services, and for Welfare Fraud Investigation and Child/Elder Abuse Investigation	<p>CONTRACTOR provides referrals to appropriate community services agencies to assist participants.</p> <p>CONTRACTOR shall initiate a fraud referral to GSW for suspected Welfare Fraud. Verbal report followed up with written report within three (3) work days of the initial report.</p>	0%	Random sample or user complaints.	5 points for exceeding AQL.
<u>Attachment A, Section 5.12 – Cal-Learn Exits</u>	Cal-Learn Exits	CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.13</u> <u>Inter-County</u> <u>Transfers (ICT)</u>	Inter-County Transfers	CONTRACTOR shall assign ICT cases to case managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties. CONTRACTOR shall forward CL 16 to County within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.14</u> <u>Inter-Agency</u> <u>Transfers</u>	Inter-Agency Transfers	CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.15</u> <u>Co-Location at</u> <u>County Sites</u>	Co-Location at County Sites	CONTRACTOR shall utilize County premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Lean services	0%	Site Visits	5 points per percentage point exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.16 Administrative Tasks</u>	Administrative Tasks	CONTRACTOR shall provide all administrative services necessary to perform the Agreement requirements specified in this Agreement	5%	On-Site review, user complaints or random sample.	1 point per incident of non-compliance.
<u>Section V, 3.0, Attachment A, 5.17 Reporting Tasks</u>	Timely Invoices and reports submitted	<p>CONTRACTOR shall submit an accurate monthly invoice by the 15th calendar day following the report month.</p> <p>CONTRACTOR shall provide by the fifteenth of the month following the semi-annual and annual period of the Agreement, summaries of participant success stories and narratives of the type of services provided</p> <p>CONTRACTOR shall submit ad hoc reports as required by the County.</p>	0%	Review of invoices and GEARS reports.	\$100 per each day late.

TECHNICAL EXHIBIT 6.2
CONTRACT DISCREPANCY REPORT

SAMPLE CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
 Returned by CONTRACTOR: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

 Signature of QAE/CCA Date _____

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

 Signature of Contract Manager Date _____

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

 Signature of QAE/CCA Date _____

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

 CCA's Signature and Date

 Contract Representative's Signature and Date

ATTACHMENT B
CONTRACTOR BUDGET AND EMPLOYEE BENEFITS

Cal-Learn Budget Justification Narrative

CONTRACTOR: AltaMed Health Services Corp.
CONTRACT PERIOD: 09/01/06 - 08/31/07

CONTACT PERSON:
TELEPHONE NUMBER:

Paul Tropea
323-889-7352

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits	<u>FTEs</u>	<u>Total Cost</u>
<u>Case Management/Administrative Staff:</u>		
Case Manager (17): Conducts assessment, care plan development, coordination and monitoring of services to teen clients.	1680%	\$612,553
Program Manager (2): Supervises Case Supervisors, closely works with Director to oversee daily program operations and the implementation of program goals and contract compliance.	120%	\$74,343
Program Coordinator (3): Supervises Case Managers, participates in case conferences and provides consultation to maximize case manager intervention with clients.	136%	\$68,849
LCSW/MFT (1): Provides short term psychosocial counseling services to clients, training and crisis intervention to facilitate the delivery of case management services.	30%	\$19,469
Outreach (1): Recruits potential program clients and provides service referrals if teen is ineligible for program.	40%	\$15,255
Program Director (1): Responsible for the program overall operations, completes all required reports and ensures contract compliance.	52%	\$42,182
Data Entry (2): Enters all Lodestar and GEARS systems data.	200%	\$51,319
Exec./Admin Assistant (1): Assists Director and Coordinator with typing, office management, coordination of meetings and other administrative duties.	52%	\$18,560
Quality Management Coordinator (1): Review/Audit Case Management files Assist Case Managers when needed.	52%	\$23,262
Admin Assistant (2): Assists with typing, office management, coordination of meetings and other administrative duties.	120%	\$37,467
Program Assistant (1): Serves as team leader in the absence of Coordinator Assists Coord. In admin tasks. Carries a small case load.	100%	\$44,346
Maintenance (1): Provides janitorial services to maintain clean work environment.	100%	<u>\$23,795</u>
Total Personnel		\$1,031,400
<u>Fringe Benefits:</u>		
	<u>Percentage</u>	
Health Plan	8.0%	\$82,512
Retirement	4.0%	\$41,256
Social Security	8.0%	\$82,512

Workers Compensation	7.0%	\$72,198
Fringe Benefits	1.0%	\$10,314
Total Fringe Benefits	28.0%	\$288,792
Total Personnel		\$1,320,192
OPERATING COSTS (1)		<u>Yearly Cost</u>
<u>Equipment:</u>		
Photocopy Machines Rental	\$16,740 per year	
Equipment Repair & Maintenance	\$1,200 per year	
Depreciation F& E	\$12,000 per year	
Total Equipment		\$29,940
<u>Supplies:</u>		
Approx. \$1,059/mo.for Office/Facility/Other/Client Food supplies		\$12,708
<u>Mileage:</u>		
Approximately 5,909 miles @ .345/mile)		\$24,464
<u>EDP Equipment:</u>		
Please see EDP Equipment and Justification schedules for detail		\$2,613
<u>Printing/Postage:</u>		
Approximately \$327.75 per month for postage and printing materials		\$3,897
<u>Provider Training/Staff Devel./Health Promo/Education:</u>		
Approx. \$1,129.50 per month for Training/Staff Devel./ Health promotion/education materials		\$13,554
<u>Rent/Facility Expense</u>		
Indiana: approximately \$4,526 per month		\$54,319
Long Beach: approximately \$2,263 per month		\$27,160
<u>Utilities:</u>		
Approximately \$444.17 per month for utilities expenses		\$5,330
<u>Telephones:</u>		
Approximately \$1,146 per month for telephone services		\$13,754
<u>Facility Maintenance:</u>		
Approximately \$855.92 per month for facility maintenance		\$10,271
<u>Other:</u>		
Insurance-General at \$950 per month	\$11,400 per year	
Interest Expense at \$15 per month	\$180 per year	
Fees/Licenses/Property Taxes at \$300 per month	\$2,940 per year	
Total Other	<u>\$14,520</u>	\$14,520
Operating Costs - Subtotal		\$212,528
INDIRECT COSTS (List all appropriate)		
(17.15% of Total Personnel Costs and Fringe Benefits)		\$226,413
Total Administrative Cost		<u>\$1,759,133</u>
Grand Total Contract Cost		<u>\$1,759,133</u>

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME:	Cal-Learn	CONTACT PERSON:	Paul Tropea
CONTRACTOR:	AltaMed Health Services Corp.	TELEPHONE NUMBER:	323-889-7352
CONTRACT PERIOD:	09/01/06 - 08/31/07		

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Case Management	8,496	200.84	\$ 1,706,336.64
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
Total Direct Services Cost				\$ 1,706,336.64

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

PERSONNEL SCHEDULE

CONTRACTOR: AltaMed Health Services Corp.
CONTRACT PERIOD: 09/01/06 - 08/31/07

CONTACT PERSON: Paul Tropea
TELEPHONE NUMBER: 323-889-7352

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF CONTRACT	TOTAL COST
Filled	Program Director - IND & LB		\$39.00	52%	\$ 3,515.20	\$ 42,182.40	1	\$42,182.40
Filled	Program Manager - IND		\$31.65	52%	2,852.47	\$ 34,229.61	1	\$34,230.00
Filled	Program Coordinator - IND		\$25.00	43%	1,863.45	22,361.43	1	\$22,361.43
Filled	Program Coordinator - IND		\$21.00	50%	1,819.79	21,837.50	1	\$21,838.00
Filled	Program Coordinator - IND		\$27.56	43%	2,054.14	24,649.66	1	\$24,650.00
Filled	Exec Admin Asst. - IND		\$17.16	52%	1,546.69	18,560.26	1	\$18,560.00
Filled	Admin. Asst. - Ind - IND		\$15.60	52%	1,406.08	16,872.96	1	\$16,873.00
Filled	Quality Mgmt Coord. - IND		\$21.51	52%	1,938.52	23,262.19	1	\$23,263.00
Filled	Data Entry - IND		\$13.52	100%	2,343.47	28,121.60	1	\$28,122.00
Open	LCSW/MFT - IND		\$31.20	30%	1,622.40	19,468.80	1	\$19,469.00
Filled	Maintenance - IND		\$11.44	100%	1,982.93	23,795.20	1	\$23,795.00
Filled	Outreach Worker - IND		\$18.34	40%	1,271.24	15,254.89	1	\$15,255.00
Filled	Program Assistant - IND		\$21.32	100%	3,695.47	44,345.60	1	\$44,346.00
Filled (LV)	Case Manager 1 - IND		\$16.22	100%	2,812.16	33,745.92	1	\$33,746.00
Filled (RL)	Case Manager 2 - IND		\$18.26	100%	3,165.48	37,985.79	1	\$37,986.00
Filled (TMcL)	Case Manager 3 - IND		\$20.29	100%	3,517.00	42,204.03	1	\$42,204.00
Filled (CN)	Case Manager 4 - IND		\$18.26	100%	3,165.48	37,985.79	1	\$37,986.00
Filled (MVH)	Case Manager 5 - IND		\$20.85	100%	3,614.35	43,372.16	1	\$43,372.00
Filled (NM)	Case Manager 6 - IND		\$18.94	100%	3,282.66	39,391.87	1	\$39,392.00
Filled (MJO)	Case Manager 7 - IND		\$16.22	100%	2,812.16	33,745.92	1	\$33,746.00
Filled (AM)	Case Manager 8 - IND		\$16.22	100%	2,812.16	33,745.92	1	\$33,746.00
Filled (LM)	Case Manager 9 - IND		\$16.22	100%	2,812.16	33,745.92	1	\$33,746.00
Open	Case Manager 10 - IND		\$17.68	100%	3,064.53	36,774.40	1	\$36,774.00
Open	Case Manager 11 - IND		\$16.64	100%	2,884.27	34,611.20	1	\$34,611.00
Filled	Program Manager - LB		\$28.36	68%	3,342.79	40,113.52	1	\$40,114.00
Filled	Data Entry - LB		\$16.40	68%	1,933.11	23,197.29	1	\$23,197.00
Filled	Admin Asst. - LB		\$14.56	68%	1,716.14	20,593.66	1	\$20,594.00
Filled	Case Manager 1 - LB		\$17.99	100%	3,118.61	37,423.36	1	\$37,423.00
Filled	Case Manager 2 - LB		\$15.60	100%	2,704.00	32,448.00	1	\$32,448.00
Filled	Case Manager 3 - LB		\$18.72	100%	3,244.80	38,937.60	1	\$38,938.00
Filled	Case Manager 4 - LB		\$16.00	100%	2,772.50	33,270.02	1	\$33,270.00
Filled	Case Manager 5 - LB		\$16.64	100%	2,884.27	34,611.20	1	\$34,611.00
Filled	Case Manager 6 - LB		\$17.16	80%	2,379.52	28,554.24	1	\$28,554.00
Total Salaries:					\$ 85,949.99	\$1,031,399.92		\$1,031,400.00

EMPLOYEE BENEFITS BY CLASSIFICATION					
	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	TOTAL
Health Plan (2)	\$82,511.99				\$82,511.99
Dental Plan					
Retirement	\$41,256.00				\$41,256.00
SUI					
Social Security	\$82,511.99				\$82,511.99
Worker's Compensation	\$72,197.99				\$72,197.99
Long Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification	\$10,314.00				\$10,314.00
Fringe Benefit Subtotal	\$288,791.98	\$0.00	\$0.00	\$0.00	\$288,791.98
Total # of Positions by Classification					
Total Fringe Benefits (3):	\$0.00	\$0.00	\$0.00	\$0.00	\$288,791.98

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits: $\text{Subtotal per Classification} \times \text{number of position}$
- (4) Change the column heading to the name of the position and provide benefit information for that position

Cal-Learn

(Project name, Project #)

Department or Agency AltaMed Health Services Corp.
 Contact Person Paul Tropea
 Phone No. 323-889-7352

Fiscal Year: _____
 MOU Date: _____
 Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
	Desktop Computer and 17" Monitor	3	\$871.00	\$2,613.00
	HP DC5100 MT P4-3.0GHz 512MB			
GRAND TOTAL				\$2,613.00

DPSS Review / Approval (circle one):

Name: _____

Title: _____

Division/Section _____

Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

Cal-Learn

(Project Name, Project #)

Fiscal Year: 09/01/06 - 08/31/07

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Replace old and antiquated desktop computers

Prepared by: _____

Phone No. _____

EMPLOYEE BENEFITS

CONTRACTOR

AltaMed Health Services Corp.

CONTRACT PERIOD:

09/01/06 - 08/31/07

Position Classification

All

Medical Insurance/Health Plan (1)

Employer Pays 100% HMO and up to
\$150/mo for PPO Plans.

Annual Deductible:

Employee Pays \$

Total Premium

Employee \$

Family \$

Coverage (check all applicable):

x
x
x
x
x
x
x
x

Hospital Care : Inpatient

\$ Outpatient

\$

X-Ray & Laboratory

Surgery

Office Visits

Pharmacy

Maternity

Mental Health/Chemical Dependency, Inpatient

Mental Health/Chemical Dependency, Outpatient

Dental Insurance

Employer Pays 100%

Employee Pays \$

Total Premium \$0

Life Insurance

Employer Pays 100%

Employee Pays \$

Total Premium \$0

Vacation

Number of Days:

10 , And

Any Increase After

3 Years of Employment, Number of Days or Hours

5 days

Sick Leave

Number of Days:

6 days

, Per Year, And

Any Increase or Accumulation, Number of Days or Hours

Holidays

Number of Days:

10 , Per Year

Retirement

Employer Pays 403B plan matches up to
4% of employee contribution.

Employee Pays \$

Total

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

Cal-Learn Budget Justification Narrative

CONTRACTOR: AltaMed Health Services Corp.
CONTRACT PERIOD: 09/01/06 - 08/31/07

CONTACT PERSON: Paul Tropea
TELEPHONE NUMBER: 323-889-7352

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits	<u>FTEs</u>	<u>Total Cost</u>
<u>Case Management/Administrative Staff:</u>		
Case Manager (17): Conducts assessment, care plan development, coordination and monitoring of services to teen clients.	1680%	\$612,553
Program Manager (2): Supervises Case Supervisors, closely works with Director to oversee daily program operations and the implementation of program goals and contract compliance.	120%	\$74,343
Program Coordinator (3): Supervises Case Managers, participates in case conferences and provides consultation to maximize case manager intervention with clients.	136%	\$68,849
LCSW/MFT (1): Provides short term psychosocial counseling services to clients, training and crisis intervention to facilitate the delivery of case management services.	30%	\$19,469
Outreach (1): Recruits potential program clients and provides service referrals if teen is ineligible for program.	40%	\$15,255
Program Director (1): Responsible for the program overall operations, completes all required reports and ensures contract compliance.	52%	\$42,182
Data Entry (2): Enters all Lodestar and GEARS systems data.	200%	\$51,319
Exec./Admin Assistant (1): Assists Director and Coordinator with typing, office management, coordination of meetings and other administrative duties.	52%	\$18,560
Quality Management Coordinator (1): Review/Audit Case Management files Assist Case Managers when needed.	52%	\$23,262
Admin Assistant (2): Assists with typing, office management, coordination of meetings and other administrative duties.	120%	\$37,467
Program Assistant (1): Serves as team leader in the absence of Coordinator. Assists Coord. in admin tasks. Carries a small case load.	100%	\$44,346
Maintenance (1): Provides janitorial services to maintain clean work environment.	100%	\$23,795
Total Personnel		\$1,031,400
<u>Fringe Benefits:</u>		<u>Percentage</u>
Health Plan	8.0%	\$82,512
Retirement	4.0%	\$41,256
Social Security	8.0%	\$82,512

CONTRACT BUDGET

PROJECT NAME: Cal-Learn

CONTRACTOR: AltaMed Health Services Corp.

CONTRACT PERIOD: 09/01/07 - 08/31/08

CONTACT PERSON:

TELEPHONE NUMBER:

Paul Tropea

323-889-7352

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$	1,052,027.91
Fringe Benefits	\$	294,567.82
Personnel Subtotal	\$	1,346,595.73

OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Cost</u>
Equipment	\$2,495	\$29,940
Supplies	\$1,080	12,962
Mileage (aprox. 5,909 miles @ .345/mile)	\$2,079	24,953
Computers & Software *	\$222	2,665
Printing/Postage	\$331	3,975
Training/Staff Dev./Health Promo/Education	\$1,152	13,825
Rent/Facility Expense	\$6,926	83,108
Utilities	\$453	5,436
Telephones	\$1,169	14,029
Facility Maintenance	\$873	10,476
Other (Ins.Gen., interest, fees/licenses, property taxes) *	\$1,234	14,810
Operating Costs - Subtotal	\$ 18,014.94	\$ 216,179.25

INDIRECT COSTS (List all appropriate)

(17.15% of Total Personnel Cost including Fringe Benefits)

	230,941	230,941.17
Indirect Cost - Subtotal	\$230,941	\$ 230,941.17
Total Administrative Cost		\$ 1,793,716.15

DIRECT SERVICES COSTS:

DIRECT SERVICES

Type of Service caseload multiplied by cost per case (Sub-contracting)	\$	-
Grand Total Contract Cost	\$	1,793,716.15

Footnotes:

(1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.

(2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

* Please see Itemized Schedule

Note: Budget represents actual expenditures that AltaMed will incur to run the Cal-Learn program. Deficit (variance) from expenditures to revenue (at \$160.91 per participant) will be subsidized by AltaMed.

PERSONNEL SCHEDULE

CONTRACTOR: Altamed Health Services Corp.
CONTRACT PERIOD: 09/01/07 - 08/31/08

CONTACT PERSON: Paul Tropea
TELEPHONE NUMBER: 323-889-7352

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF CONTRACT	TOTAL COST
Filled	Program Director - IND & LB		\$39.78	52%	\$ 3,585.50	\$ 43,026.05	1	\$43,026.05
Filled	Program Manager - IND		\$32.28	52%	\$ 2,909.52	\$ 34,914.20	1	\$34,914.20
Filled	Program Coordinator - IND		\$25.50	43%	\$ 1,900.72	\$ 22,808.66	1	\$22,809.00
Filled	Program Coordinator - IND		\$21.42	50%	\$ 1,856.19	\$ 22,274.25	1	\$22,274.25
Filled	Program Coordinator - IND		\$28.11	43%	\$ 2,095.22	\$ 25,142.66	1	\$25,143.00
Filled	Exec Admin Asst. - IND		\$17.50	52%	\$ 1,577.62	\$ 18,931.46	1	\$18,931.00
Filled	Admin. Asst. - Ind - IND		\$15.91	52%	\$ 1,434.20	\$ 17,210.42	1	\$17,210.00
Filled	Quality Mgmt Coord - IND		\$21.94	52%	\$ 1,977.29	\$ 23,727.43	1	\$23,727.00
Filled	Data Entry - IND		\$31.82	100%	\$ 2,390.34	\$ 28,684.03	1	\$28,684.00
Open	LCSW/MFT - IND		\$13.79	30%	\$ 1,654.85	\$ 19,858.18	1	\$19,858.00
Filled	Maintenance - IND		\$11.67	100%	\$ 2,022.59	\$ 24,271.10	1	\$24,271.00
Filled	Outreach Worker - IND		\$18.70	40%	\$ 1,296.67	\$ 15,559.98	1	\$15,560.00
Filled	Program Assistant - IND		\$21.75	100%	\$ 3,769.38	\$ 45,232.51	1	\$45,233.00
Filled (LV)	Case Manager 1 - IND		\$16.55	100%	\$ 2,868.40	\$ 34,420.84	1	\$34,421.00
Filled (RL)	Case Manager 2 - IND		\$18.63	100%	\$ 3,228.79	\$ 38,745.51	1	\$38,746.00
Filled (TMeL)	Case Manager 3 - IND		\$20.70	100%	\$ 3,228.79	\$ 38,745.51	1	\$38,746.00
Filled (CN)	Case Manager 4 - IND		\$20.70	100%	\$ 3,587.34	\$ 43,048.11	1	\$43,048.00
Filled (MMH)	Case Manager 5 - IND		\$21.27	100%	\$ 3,686.63	\$ 44,239.60	1	\$44,240.00
Filled (MVH)	Case Manager 6 - IND		\$19.32	100%	\$ 3,348.31	\$ 40,179.71	1	\$40,180.00
Filled (MJO)	Case Manager 7 - IND		\$16.55	100%	\$ 2,868.40	\$ 34,420.84	1	\$34,421.00
Filled (AM)	Case Manager 8 - IND		\$16.55	100%	\$ 2,868.40	\$ 34,420.84	1	\$34,421.00
Filled (LM)	Case Manager 9 - IND		\$16.55	100%	\$ 2,868.40	\$ 34,420.84	1	\$34,421.00
Open	Case Manager 10 - IND		\$18.03	100%	\$ 3,125.82	\$ 37,509.89	1	\$37,510.00
Open	Case Manager 11 - IND		\$16.97	100%	\$ 2,941.95	\$ 35,303.42	1	\$35,303.00
Filled	Program Manager - LB		\$28.93	68%	\$ 3,409.65	\$ 40,915.79	1	\$40,916.00
Filled	Data Entry - LB		\$16.73	68%	\$ 1,971.77	\$ 23,661.24	1	\$23,661.00
Filled	Admin. Asst. - LB		\$14.85	68%	\$ 1,750.46	\$ 21,005.54	1	\$21,006.00
Filled	Case Manager 1 - LB		\$18.35	100%	\$ 3,180.99	\$ 38,171.83	1	\$38,172.00
Filled	Case Manager 2 - LB		\$15.91	100%	\$ 2,758.08	\$ 33,096.96	1	\$33,097.00
Filled	Case Manager 3 - LB		\$19.09	100%	\$ 3,309.70	\$ 39,716.35	1	\$39,716.00
Filled	Case Manager 4 - LB		\$16.32	100%	\$ 2,827.95	\$ 33,935.42	1	\$33,936.00
Filled	Case Manager 5 - LB		\$16.97	100%	\$ 2,941.95	\$ 35,303.42	1	\$35,303.00
Filled	Case Manager 6 - LB		\$17.50	80%	\$ 2,427.11	\$ 29,125.32	1	\$29,125.00
Total Salaries:					\$ 87,668.99	\$1,052,027.91		\$1,052,028.00

EMPLOYEE BENEFITS BY CLASSIFICATION					
	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	TOTAL
Health Plan (2)	\$84,162.23				\$84,162.23
Dental Plan	\$42,081.12				\$42,081.12
Retirement					
SUI					
Social Security	\$84,162.23				\$84,162.23
Worker's Compensation	\$73,641.95				\$73,641.95
Long Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification	\$10,520.28				\$10,520.28
Fringe Benefit Subtotal	\$294,567.82	\$0.00	\$0.00	\$0.00	\$294,567.82
Total # of Positions by Classification					
Total Fringe Benefits (3):	\$0.00	\$0.00	\$0.00	\$0.00	\$294,567.82

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Certificate Plan
- (3) Fringe Benefits \$/hour per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME:

Cal-Learn

CONTRACTOR:

AltaMed Health Services Corp.

CONTACT PERSON:

Paul Tropea

CONTRACT PERIOD:

09/01/07 - 08/31/08

TELEPHONE NUMBER:

323-889-7352

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Case Management	8,500	206.87	\$ 1,758,354.20
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
Total Direct Services Cost				\$ 1,758,354.20

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

Cal-Learn

(Project name, Project #)

Department or Agency AltaMed Health Services Corp.
 Contact Person Paul Tropea
 Phone No. 323-889-7352

Fiscal Year: _____
 MOU Date: _____
 Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
	Desktop Computer and 17" Monitor	3	\$871.00	\$2,613.00
	HP DC5100 MT P4-3.0GHz 512MB			
GRAND TOTAL				\$2,613.00

DPSS Review / Approval (circle one) :

Name: _____
 Division/Section _____

Title: _____
 Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

Cal-Learn

(Project Name, Project #)

Fiscal Year: 09/01/07 - 08/31/08

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Replace old and antiquated desktop computers

Prepared by: _____

Phone No. _____

EMPLOYEE BENEFITS

CONTRACTORAltaMed Health Services Corp.**CONTRACT PERIOD:**09/01/07 - 08/31/08**Position Classification**All**Medical Insurance/Health Plan (1)**Employer Pays 100% HMO and up to
\$150/mo for PPO Plans.Employee Pays \$ Total Premium

Annual Deductible:

Employee \$ Family \$

Coverage (check all applicable):

x
x
x
x
x
x
x
x

Hospital Care : Inpatient

\$ Outpatient\$

X-Ray & Laboratory

Surgery

Office Visits

Pharmacy

Maternity

Mental Health/Chem cal Dependency, Inpatient

Mental Health/Chem cal Dependency, Outpatient

Dental InsuranceEmployer Pays 100%Employee Pays \$ Total Premium \$0**Life Insurance**Employer Pays 100%Employee Pays \$ Total Premium \$0**Vacation**

Number of Days:

 10 , And

Any Increase After

 3 Years of Employment, Number of Days or Hours5 days**Sick Leave**

Number of Days:

6 days

, Per Year, And

Any Increase or Accumulation, Number of Days or Hours

Holidays

Number of Days:

10 , Per Year**Retirement**Employer Pays 403B plan matches up to
4% of employee contribution.Employee Pays \$ Total

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

Cal-Learn Budget Justification Narrative

CONTRACTOR: AltaMed Health Services Corp.
CONTRACT PERIOD: 09/01/07 - 08/31/08

CONTACT PERSON: Paul Tropea
TELEPHONE NUMBER: 323-889-7352

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits	<u>FTEs</u>	<u>Total Cost</u>
<u>Case Management/Administrative Staff:</u>		
Case Manager (17): Conducts assessment, care plan development, coordination and monitoring of services to teen clients.	1680%	\$624,804
Program Manager (2): Supervises Case Supervisors, closely works with Director to oversee daily program operations and the implementation of program goals and contract compliance.	120%	\$75,830
Program Coordinator (3): Supervises Case Managers, participates in case conferences and provides consultation to maximize case manager intervention with clients.	136%	\$70,226
LCSW/MFT (1): Provides short term psychosocial counseling services to clients, training and crisis intervention to facilitate the delivery of case management services.	30%	\$19,858
Outreach (1): Recruits potential program clients and provides service referrals if teen is ineligible for program.	40%	\$15,560
Program Director (1): Responsible for the program overall operations, completes all required reports and ensures contract compliance.	52%	\$43,026
Data Entry (2): Enters all Lodestar and GEARS systems data.	200%	\$52,345
Exec./Admin Assistant (1): Assists Director and Coordinator with typing, office management, coordination of meetings and other administrative duties.	52%	\$18,931
Quality Management Coordinator (1): Review/Audit Case Management files Assist Case Managers when needed.	52%	\$23,727
Admin Assistant (2): Assists with typing, office management, coordination of meetings and other administrative duties.	120%	\$38,216
Program Assistant (1): Serves as team leader in the absence of Coordinator Assists Coord. In admin tasks. Carries a small case load.	100%	\$45,233
Maintenance (1): Provides janitorial services to maintain clean work environment.	100%	<u>\$24,271</u>
Total Personnel		\$1,052,028
<u>Fringe Benefits:</u>		<u>Percentage</u>
Health Plan	8.0%	\$84,162
Retirement	4.0%	\$42,081
Social Security	8.0%	\$84,162

Workers Compensation	7.0%	\$73,642
Fringe Benefits	1.0%	\$10,520
Total Fringe Benefits	28.0%	\$294,568
Total Personnel		\$1,346,596
Equipment:		
Photocopy Machines Rental		
Equipment Repair & Maintenance		
Depreciation F& E		
Total Equipment		
	\$16,740 per year	
Supplies:	\$1,200 per year	
Approx. \$1,059/mo.for Office/Facility/Other/C	\$12,000 per year	
		\$29,940
Mileage:		
Approximately 5,909 miles @ .345/mile)		
		\$12,962
EDP Equipment:		
Please see EDP Equipment and Justification schedules for detail		
		\$24,953
Printing/Postage:		
Approximately \$327.75 per month for postage and printing materials		
		\$2,665
Provider Training/Staff Devel./Health Promo/Education:		
Approx. \$1,129.50 per month for Training/Staff Devel./ Health promotion/education materials		
		\$3,975
Rent/Facility Expense		
Indiana: approximately \$4,526 per month		
Long Beach: approximately \$2,263 per month		\$13,825
Utilities:		
Approximately \$444.17 per month for utilities expenses		\$55,405
		\$27,703
Telephones:		
Approximately \$1,146 per month for telephone services		
		\$5,436
Facility Maintenance:		
Approximately \$855.92 per month for facility maintenance		
		\$14,029
Other:		
Insurance-General at \$975 per month		
Interest Expense at \$17 per month		\$10,476
Fees/Licenses/Property Taxes at \$250 per month		
Total Other		
	\$11,700 per year	
Operating Costs - Subtotal	\$206 per year	
	\$2,904 per year	
	<u>\$14,310</u>	\$14,810
(17.15% of Total Personnel Costs including Fringe Benefits)		\$216,180
INDIRECT COSTS (List all appropriate)		
	\$230,941	
Total Administrative Cost		\$1,793,717
Grand Total Contract Cost		\$1,793,717

CONTRACT BUDGET

PROJECT NAME:	Cal-Learn		
CONTRACTOR:	AltaMed Health Services Corp.	CONTACT PERSON:	Paul Tropea
CONTRACT PERIOD:	09/01/08 - 08/31/09	TELEPHONE NUMBER:	323-889-7352

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$	1,073,068.47
Fringe Benefits	\$	300,459.17
Personnel Subtotal	\$	1,373,527.64

OPERATING COSTS (1)

Monthly Cost

Cost

Equipment	\$2,495	\$29,940
Supplies	\$1,102	13,221
Mileage (aprox. 5,909 miles @ .345/mile)	\$2,121	25,452
Computers & Software *	\$227	2,719
Printing/Postage	\$338	4,054
Training/Staff Dev./Health Promo/Education	\$1,175	14,102
Rent/Facility Expense	\$7,064	84,770
Utilities	\$462	5,545
Telephones	\$1,192	14,309
Facility Maintenance	\$890	10,685
Other (Ins.Gen., interest, fees/licenses, property taxes) *	\$1,259	15,107
Operating Costs - Subtotal	\$ 18,325.34	\$ 219,904.04

INDIRECT COSTS (List all appropriate)

(17.15% of Total Personnel Cost including Fringe Benefits)

235,560 235,559.99

Indirect Cost - Subtotal

\$235,560 \$ 235,559.99

Total Administrative Cost

\$ 1,828,991.67

DIRECT SERVICES COSTS:

DIRECT SERVICES

Type of Service caseload multiplied by cost per case (Sub-contracting)

\$ -

Grand Total Contract Cost

\$ 1,828,991.67

Footnotes:

(1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.

(2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

* Please see Itemized Schedule

Note: Budget represents actual expenditures that AltaMed will incur to run the Cal-Learn program. Deficit (variance) from expenditures to revenue (at \$160.91 per participant) will be subsidized by AltaMed.

PERSONNEL SCHEDULE

CONTRACTOR: AltaMed Health Services Corp.
CONTRACT PERIOD: 09/01/08 - 08/31/09

CONTACT PERSON: Paul Tropea
TELEPHONE NUMBER: 323-889-7352

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF CONTRACT	TOTAL COST
Filled	Program Director - IND & LB		\$40.58	52%	\$ 3,657.21	\$ 43,886.57	1	\$43,887
Filled	Program Manager - IND		\$32.93	52%	\$ 2,967.71	\$ 35,612.49	1	\$35,612
Filled	Program Coordinator - IND		\$26.01	43%	\$ 1,938.74	\$ 23,264.83	1	\$23,265
Filled	Program Coordinator - IND		\$21.85	50%	\$ 1,893.31	\$ 22,719.74	1	\$22,720
Filled	Program Coordinator - IND		\$28.67	43%	\$ 2,137.13	\$ 25,645.51	1	\$25,646
Filled	Exec Admin Asst. - IND		\$17.85	52%	\$ 1,609.17	\$ 19,310.09	1	\$19,310
Filled	Admin. Asst. - Ind - IND		\$16.23	52%	\$ 1,462.89	\$ 17,554.63	1	\$17,555
Filled	Quality Mgmt Coord - IND		\$22.38	52%	\$ 2,016.83	\$ 24,201.98	1	\$24,202
Filled	Data Entry - IND		\$14.07	100%	\$ 2,438.14	\$ 29,257.71	1	\$29,258
Open	LGSW/MFT - IND		\$32.46	30%	\$ 1,887.94	\$ 20,255.34	1	\$20,255
Filled	Maintenance - IND		\$11.90	100%	\$ 2,063.04	\$ 24,756.53	1	\$24,757
Filled	Outreach Worker - IND		\$19.08	40%	\$ 1,322.60	\$ 15,871.18	1	\$15,871
Filled	Program Assistant - IND		\$22.18	100%	\$ 3,844.76	\$ 46,137.16	1	\$46,137
Filled (LV)	Case Manager 1 - IND		\$16.88	100%	\$ 2,925.77	\$ 35,109.26	1	\$35,109
Filled (RL)	Case Manager 2 - IND		\$19.00	100%	\$ 3,293.37	\$ 39,520.42	1	\$39,520
Filled (TMcL)	Case Manager 3 - IND		\$19.00	100%	\$ 3,293.37	\$ 39,520.42	1	\$39,520
Filled (CN)	Case Manager 4 - IND		\$21.11	100%	\$ 3,659.09	\$ 43,909.07	1	\$43,909
Filled (MV/H)	Case Manager 5 - IND		\$21.69	100%	\$ 3,760.37	\$ 45,124.40	1	\$45,124
Filled (MM)	Case Manager 6 - IND		\$19.70	100%	\$ 3,415.28	\$ 40,983.30	1	\$40,983
Filled (MJO)	Case Manager 7 - IND		\$16.88	100%	\$ 2,925.77	\$ 35,109.26	1	\$35,109
Filled (AM)	Case Manager 8 - IND		\$16.88	100%	\$ 2,925.77	\$ 35,109.26	1	\$35,109
Filled (LM)	Case Manager 9 - IND		\$16.88	100%	\$ 2,925.77	\$ 35,109.26	1	\$35,109
Open	Case Manager 10 - IND		\$18.39	100%	\$ 3,188.34	\$ 38,260.09	1	\$38,260
Open	Case Manager 11 - IND		\$17.31	100%	\$ 3,000.79	\$ 36,009.49	1	\$36,009
Filled	Program Manager - LB		\$29.51	68%	\$ 3,477.84	\$ 41,734.10	1	\$41,734
Filled	Data Entry - LB		\$17.06	68%	\$ 2,011.21	\$ 24,134.46	1	\$24,134
Filled	Admin. Asst. - LB		\$15.15	68%	\$ 1,785.47	\$ 21,425.65	1	\$21,426
Filled	Case Manager 1 - LB		\$18.72	100%	\$ 3,244.61	\$ 38,935.26	1	\$38,935
Filled	Case Manager 2 - LB		\$16.23	100%	\$ 2,813.24	\$ 33,758.90	1	\$33,759
Filled	Case Manager 3 - LB		\$19.48	100%	\$ 3,375.89	\$ 40,510.68	1	\$40,511
Filled	Case Manager 4 - LB		\$16.64	100%	\$ 2,884.51	\$ 34,614.12	1	\$34,614
Filled	Case Manager 5 - LB		\$17.31	100%	\$ 3,000.79	\$ 36,009.49	1	\$36,009
Filled	Case Manager 6 - LB		\$17.85	80%	\$ 2,475.65	\$ 29,707.83	1	\$29,708
			Total Salaries:		\$ 89,422.37	\$1,073,068.47		\$1,073,068

EMPLOYEE BENEFITS BY CLASSIFICATION					
	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	TOTAL
Health Plan (2)	\$85,845.48				\$85,845.48
Dental Plan					\$0
Retirement	\$42,922.74				\$42,922.74
SUI					\$0
Social Security	\$85,845.48				\$85,845.48
Worker's Compensation	\$75,114.79				\$75,114.79
Long Term Disability					\$0
Holidays					\$0
Sick Leave					\$0
Vacation					\$0
Life Insurance					\$0
Fringe Benefits per Classification	\$10,730.68				\$10,730.68
Fringe Benefit Subtotal	\$300,459.17	\$0.00	\$0.00	\$0.00	\$300,459.17
Total # of Positions by Classification					1
Total Fringe Benefits (3):	\$0.00	\$0.00	\$0.00	\$0.00	\$300,459.17

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Caterer's Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME:

Cal-Learn

CONTRACTOR:

AltaMed Health Services Corp.

CONTACT PERSON:

Paul Tropea

CONTRACT PERIOD:

09/01/08 - 08/31/09

TELEPHONE NUMBER:

323-889-7352

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Case Management	8,496	213.08	\$ 1,810,294.55
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
Total Direct Services Cost				\$ 1,810,294.55

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

Cal-Learn

(Project name, Project #)

Department or Agency AltaMed Health Services Corp.
 Contact Person Paul Tropea
 Phone No. 323-889-7352

Fiscal Year: _____
 MOU Date: _____
 Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
	Desktop Computer and 17" Monitor	3	\$871.00	\$2,613.00
	HP DC5100 MT P4-3.0GHz 512MB			
GRAND TOTAL				\$2,613.00

DPSS Review / Approval (circle one) :

Name: _____

Title: _____

Division/Section _____

Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

Cal-Learn

(Project Name, Project #)

Fiscal Year: 09/01/08 - 08/31/09

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Replace old and antiquated desktop computers

Prepared by: _____

Phone No. _____

EMPLOYEE BENEFITS

CONTRACTORAltaMed Health Services Corp.**CONTRACT PERIOD:**09/01/08 - 08/31/09**Position Classification**All**Medical Insurance/Health Plan (1)**Employer Pays 100% HMO and up to
\$150/mo for PPO Plans.Employee Pays \$ Total Premium

Annual Deductible:

Employee \$ Family \$

Coverage (check all applicable):

x
x
x
x
x
x
x
x

Hospital Care : Inpatient

\$ Outpatient \$

X-Ray & Laboratory

Surgery

Office Visits

Pharmacy

Maternity

Mental Health/Chemical Dependency, Inpatient

Mental Health/Chemical Dependency, Outpatient

Dental InsuranceEmployer Pays 100%Employee Pays \$ Total Premium \$0**Life Insurance**Employer Pays 100%Employee Pays \$ Total Premium \$0**Vacation**Number of Days: 10 , AndAny Increase After 3 Years of Employment, Number of Days or Hours 5 days**Sick Leave**Number of Days: 6 days , Per Year, And

Any Increase or Accumulation, Number of Days or Hours

HolidaysNumber of Days: 10 , Per Year**Retirement**Employer Pays 403B plan matches up to
4% of employee contribution.Employee Pays \$ Total

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

Cal-Learn Budget Justification Narrative

CONTRACTOR: AltaMed Health Services Corp.
CONTRACT PERIOD: 09/01/08 - 08/31/09

CONTACT PERSON: Paul Tropea
TELEPHONE NUMBER: 323-889-7352

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits	<u>FTEs</u>	<u>Total Cost</u>
<u>Case Management/Administrative Staff:</u>		
Case Manager (17): Conducts assessment, care plan development, coordination and monitoring of services to teen clients.	1680%	\$637,300
Program Manager (2): Supervises Case Supervisors, closely works with Director to oversee daily program operations and the implementation of program goals and contract compliance.	120%	\$77,347
Program Coordinator (3): Supervises Case Managers, participates in case conferences and provides consultation to maximize case manager intervention with clients.	136%	\$71,630
LCSW/MFT (1): Provides short term psychosocial counseling services to clients, training and crisis intervention to facilitate the delivery of case management services.	30%	\$20,255
Outreach (1): Recruits potential program clients and provides service referrals if teen is ineligible for program.	40%	\$15,871
Program Director (1): Responsible for the program overall operations, completes all required reports and ensures contract compliance.	52%	\$43,887
Data Entry (2): Enters all Lodestar and GEARS systems data.	200%	\$53,392
Exec./Admin Assistant (1): Assists Director and Coordinator with typing, office management, coordination of meetings and other administrative duties.	52%	\$19,310
Quality Management Coordinator (1): Review/Audit Case Management files Assist Case Managers when needed.	52%	\$24,202
Admin Assistant (2): Assists with typing, office management, coordination of meetings and other administrative duties.	120%	\$38,980
Program Assistant (1): Serves as team leader in the absence of Coordinator Assists Coord. In admin tasks. Carries a small case load.	100%	\$46,137
Maintenance (1): Provides janitorial services to maintain clean work environment.	100%	<u>\$24,757</u>
Total Personnel		\$1,073,068
<u>Fringe Benefits:</u>		
	<u>Percentage</u>	
Health Plan	8.0%	\$85,845
Retirement	4.0%	\$42,923
Social Security	8.0%	\$85,845

Workers Compensation	7.0%	\$75,115
Fringe Benefits	1.0%	\$10,731
Total Fringe Benefits	28.0%	\$300,459
Total Personnel		\$1,373,528

OPERATING COSTS (1)		<u>Yearly Cost</u>
<u>Equipment:</u>		
Photocopy Machines Rental	\$16,740 per year	
Equipment Repair & Maintenance	\$1,200 per year	
Depreciation F& E	\$12,000 per year	
Total Equipment		\$29,940
<u>Supplies:</u>		
Approx. \$1,059/mo.for Office/Facility/Other/Client Food supplies		\$13,221
<u>Mileage:</u>		
Approximately 5,909 miles @ .345/mile)		\$25,452
<u>EDP Equipment:</u>		
Please see EDP Equipment and Justification schedules for detail		\$2,719
<u>Printing/Postage:</u>		
Approximately \$327.75 per month for postage and printing materials		\$4,054
<u>Provider Training/Staff Devel./Health Promo/Education:</u>		
Approx. \$1,129.50 per month for Training/Staff Devel./ Health promotion/education materials		\$14,102
<u>Rent/Facility Expense</u>		
Indiana: approximately \$4,526 per month		\$56,513
Long Beach: approximately \$2,263 per month		\$28,257
<u>Utilities:</u>		
Approximately \$444.17 per month for utilities expenses		\$5,545
<u>Telephones:</u>		
Approximately \$1,146 per month for telephone services		\$14,309
<u>Facility Maintenance:</u>		
Approximately \$855.92 per month for facility maintenance		\$10,685
<u>Other:</u>		
Insurance-General at \$950 per month	#REF! per year	
Interest Expense at \$15 per month	#REF! per year	
Fees/Licenses/Property Taxes at \$300 per month	\$2,940 per year	
Total Other	#REF!	\$15,107
Operating Costs - Subtotal		\$219,905
INDIRECT COSTS (List all appropriate)		
(17.15% of Total Personnel Costs including Fringe Benefits)		\$235,560
Total Administrative Cost		\$1,828,992
Grand Total Contract Cost		\$1,828,992

ATTACHMENT C
SAMPLE MONTHLY INVOICE FORMAT

SAMPLE MONTHLY INVOICE FORMAT
CAL-LEARN CASE MANAGEMENT ONGOING SERVICES INVOICE

I. Current Billing Month and Year:	Invoice Date:
Contractor's Social Security or Taxpayer No.:	Contract No.:
Contractor's Name:	Telephone No.:
Contractor's Address:	
II. Payment requested for Service Month of: _____ Month/Year	\$ _____
III. Cal-Learn participants served during the Service Month	
A. Number of Cal-Learn participants enrolled at the end of last month.	= _____
B. Number of Cal-Learn participants newly enrolled during the service month.	+ _____
C. Number of Incoming Interagency Transfers in the service month.	+ _____
D. Number of Cal-Learn participants transferred to other Contractor in the service month.	- _____
E. Number of Cal-Learn participants exiting Cal-Learn in the month immediately preceding the service month.	- _____
F. Number of Cal-Learn participants exempted at the end of the month immediately preceding the service month.	- _____
G. Total number of Cal-Learn participants served this month (A+B+C-D-E-F=G).	= _____
H. Fixed Fee for cases served (\$205.86 X G=H).	= _____
IV. Invoiced Amount Requested	
A. Performance Penalty Deduction (If applicable).	- _____
B. Miscellaneous Expenses (Specify) _____	- _____
C. Amount Requested For Payment:	= _____
V. Advance Payment Requested Note: Advance Payment Request may be made on 9/06, 7/07, and 7/08 for two months of services, except for 7/09. Advance payment for only one month may be requested.	
A. Estimated Caseload _____ x _____ 2 _____ Months	= _____
Fixed Fee for cases served (\$205.86 X VA)	\$ _____
B. (Total Amount Requesting in Advance)	
VI. Adjustments For Previously Advanced Funds	
A. Amount Requested For Payment (See Current Month Request. Section IV. C Above)	\$ _____
B. Minus one-third of the original advanced funded amount (See Section V. B- Amount to be Reimbursed To County)	- _____
C. Amount Requested For Payment	\$ _____
D. Fiscal Year Cumulative of Advance Reimbursements _____ Month	\$ _____
E. Remaining Balance To Be Reimbursed	\$ _____
F. Total Authorized Advance Funds For Fiscal Year	
_____ CONTRACTOR'S AUTHORIZING SIGNATURE	_____ DATE SIGNED
_____ COUNTY CONTRACT ADMINISTRATOR'S APPROVAL	_____ DATE SIGNED

ATTACHMENT D
COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

ATTACHMENT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S

NAME: _____

CONTRACT NO: _____

CONTRACTOR'S MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

ATTACHMENT F

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

ATTACHMENT G

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(CONTINUED)**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT H

INVITATION FOR BID/REQUEST FOR PROPOSALS/GROUNDS FOR REJECTION

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

Los Angeles COUNTY Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of services to be performed by the CONTRACTOR, or (2) participated in any way in developing the Agreement or its service specification; and
- (4) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Agreement do not fall within scope of Code Section 2.180.010 as outlined above.

Castulo de la Rocha, President & CEO

Typed Name and Title of Signer

Signature

Date

ATTACHMENT I

BIDDER'S/OFFEROR'S EEO CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATION

AltaMed Health Services Corporation
 Bidder's/Offeror's Name

500 Citadel Drive, Suite 490, Los Angeles, California 90040
 Address

95-2810095
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- | | | (circle one) | |
|----|--|---------------------|----|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. | The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. | The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. | Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Castulo de la Rocha, President & CEO
 Name and Title of Signer

Signature

Date

ATTACHMENT J

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES
CERTIFICATION**

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

AltaMed Health Services Corporation

Bidder's/Offeror's Name

500 Citadel Drive, Suite 490, Los Angeles, California 90040

Address

95-2810095

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION**(circle one)**

- | | | | |
|----|---|-----|----|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. | The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Castulo de la Rocha, President & CEO

Name and Title of Signer

Signature

Date

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.	()	()
--	-----	-----

Signature

Date

Name and Title (please type or print)

ATTACHMENT L

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS

FOR

CONTRACTORS/VENDORS

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR CONTRACTORS/VENDORS**

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services, Region IX, placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which include but are not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT M
FEDERAL EARNED INCOME TAX CREDIT NOTICE

ATTACHMENT N
SAFELY SURRENDERED BABY LAW - FACT SHEET

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CAL-LEARN CASE MANAGEMENT AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CHILDRENS HOSPITAL LOS ANGELES

**Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411**

SEPTEMBER 2006

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
	RECITALS.....	1
I.	APPLICABLE DOCUMENTS.....	1
II.	TERM OF AGREEMENT.....	2
III.	INTERPRETATION	3
IV.	CONTRACT RATES.....	4
V.	INVOICING AND PAYMENT.....	5
VI.	ADMINISTRATION OF CONTRACT – COUNTY.....	9
VII.	ADMINISTRATION OF CONTRACT – CONTRACTOR	9
VIII.	FURTHER TERMS AND CONDITIONS	12
	1.0 Assignment and Delegation	12
	2.0 Audit Settlement.....	12
	3.0 Authorization Warranty.....	13
	4.0 Budget Reductions.....	13
	5.0 Changes and Amendments of Terms.....	13
	6.0 Charitable Activities Compliance.....	15
	7.0 Child Abuse/Elder Abuse Reporting/Fraud Reporting	15
	8.0 Civil Rights	15
	9.0 Collective Bargaining Contract.....	16
	10.0 Complaints	16
	11.0 Completion of Contract	17
	12.0 Compliance with Jury Service Program	17
	13.0 Compliance with Laws	19
	14.0 Compliance with Wage and Hour Laws/Fair Labor Standards Act.....	20
	15.0 Confidentiality.....	20
	16.0 Conflict of Interest/Contract Prohibited.....	20
	17.0 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment.....	21
	18.0 Consideration of Hiring COUNTY Employees Targeted for Layoff	22
	19.0 CONTRACTOR Responsibility and Debarment	22
	20.0 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law	24
	21.0 CONTRACTOR's Employees.....	24
	22.0 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program	25

<u>Title</u>	<u>Page</u>
23.0 COUNTY Lobbyists.....	26
24.0 COUNTY's Quality Assurance Plan	26
25.0 Covenant Against Fees.....	26
26.0 Disclosure of Information	27
27.0 Disputes	27
28.0 Employment Eligibility Verification.....	27
29.0 Employee Safety	28
30.0 Fiscal Accountability.....	28
31.0 Force Majeure	28
32.0 Governing Law and Venue.....	28
33.0 Government Observations	29
34.0 Indemnification	29
35.0 Independent CONTRACTOR Status.....	29
36.0 Insurance Coverage Requirements.....	30
37.0 General Insurance Requirements	31
38.0 Liquidated Damages	33
39.0 Most Favored Public Entity	35
40.0 Nondiscrimination and Affirmative Action.....	35
41.0 Notices	36
42.0 Notice to Employees Regarding the Federal Tax Earned Income Credit	38
43.0 Notice To Employees Regarding the Safely Surrendered Baby Law	38
44.0 Ownership of Data/Equipment	38
45.0 Proprietary Rights	38
46.0 Records	39
47.0 Records Retention and Inspection	39
48.0 Recycled Bond Paper	41
49.0 Removal of Unsatisfactory Personnel	42
50.0 Rules and Regulations	42
51.0 Subcontracting	42
52.0 Termination for Breach of Warranty to Maintain Compliance With COUNTY's Child Support Compliance Program.....	44
53.0 Termination for Convenience	44
54.0 Termination for Default of the CONTRACTOR.....	45
55.0 Termination for Improper Consideration.....	47
56.0 Termination for Insolvency	47
57.0 Termination for Non-Appropriation of Funds	48
58.0 Timely Completion	48
59.0 Validity	48
60.0 Verbal Discussions.....	48
61.0 Waiver.....	49
62.0 Warranty	49
63.0 Non Exclusivity.....	49
Signatures	50

Page

Attachment A - Statement of Work and Technical Exhibits.....	51
Attachment B - Contractor Budget and Employee Benefits	106
Attachment C - Sample Monthly Invoice Format.....	111
Attachment D - COUNTY's Administration.....	113
Attachment E - CONTRACTOR's Administration.....	115
Attachment F - CONTRACTOR Employee Jury Service	117
Attachment G - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement.....	121
Attachment H - Invitation for Bid/Request for Proposals/Grounds for Rejection.....	124
Attachment I - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification	126
Attachment J - Bidder's/Offeror's Nondiscrimination in Services Certification	128
Attachment K - Charitable Contributions Certification	130
Attachment L - Civil Rights Resolution Agreement Requirements for Contractors/Vendors.....	132
Attachment M - Federal Earned Income Tax Credit	134
Attachment N - Safely Surrendered Baby Law Fact Sheet	135

**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
CHILDRENS HOSPITAL LOS ANGELES**

This Cal-Learn Case Management Agreement, hereinafter referred to as "Agreement" is made and entered into this _____ day of _____ 2006, by and between the County of Los Angeles, hereinafter referred to as the COUNTY, and Childrens Hospital Los Angeles, hereinafter referred to as the CONTRACTOR. CONTRACTOR is located at P.O. Box 54700, Mailstop #2, Los Angeles, California 90054.

WHEREAS, COUNTY is authorized to provide these services under California's Welfare and Institutions Code, Section 11331 through 11334, and California Department of Social Services' (CDSS) Manual of Policies and Procedures (MPP), Chapter 42-762 through 42-769, and the COUNTY's Cal-Learn Plan; and

WHEREAS, COUNTY is required to contract for these services under California's Welfare and Institutions Code, Section 11333, and California Department of Social Services' (CDSS) Manual of Policies and Procedures (MPP), Chapter 42-766; and

WHEREAS, CONTRACTOR is a public/private nonprofit agency, is qualified to provide Cal-Learn Case Management Services as set forth hereunder, warrants that it possesses the competence, expertise and personnel necessary to provide such services, and complies with the California Department of Health Services' Adolescent Family Life Planning (AFLP) standards; and

WHEREAS, COUNTY has determined that it is more feasible to obtain such services by this Agreement and CONTRACTOR has been selected for recommendation for award of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

- 1.0** Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, and N as set forth below, are attached to and form a part of this Agreement.
- 2.0** In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

- Attachment A - Statement of Work and Technical Exhibits
- Attachment B - Contractor Budget and Employee Benefits
- Attachment C - Sample Monthly Invoice Format
- Attachment D - COUNTY's Administration
- Attachment E - CONTRACTOR's Administration
- Attachment F - CONTRACTOR's Employee Jury Service
- Attachment G - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- Attachment H - Invitation for Bid/Request for Proposals/Grounds for Rejection
- Attachment I - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- Attachment J - Bidder's/Offeror's Nondiscrimination in Services Certification
- Attachment K - Charitable Contributions Certification
- Attachment L - Civil Rights Resolution Agreement Requirements Contractor/Vendors
- Attachment M - Federal Earned Income Tax Credit Notice
- Attachment N - Safely Surrendered Baby Law Fact Sheet

- 3.0** This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

- 1.0** Subject to the termination provisions set forth herein, the term of this Agreement shall commence on September 1, 2006, or the day after Board of Supervisor's approval, whichever is later, and shall continue through August 31, 2009.
- 1.1** CONTRACTOR shall notify the Department of Public Social Services when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the Department of Public Social Services at the address herein provided in Section V, Invoicing and Payment, Paragraph 4.0, hereunder.
- 2.0** Subject to the COUNTY's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, or breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, the CONTRACTOR shall, upon receipt of notice of termination:

- 2.1** Immediately eliminate all new costs and expenses under this Agreement. In addition, the CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. The CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
- 2.2** Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 3.0** Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for services. CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 2.1 and 2.2 above.

III. INTERPRETATION

The COUNTY Department of Public Social Services is responsible for providing social services and financial assistance to eligible persons in Los Angeles County. The Agreement shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.0 Board of Supervisors

The Board of Supervisors is the governing body of the County of Los Angeles. The Board enacts ordinances and establishes specific regulations for the administration of County departments and special districts. The Board also sets salaries and adopts the final County budget on or before August 1 each year.

2.0 Contract Manager

The individual designated by the CONTRACTOR to administer the Agreement operations after Agreement award.

3.0 Contractor

The Adolescent Family Life Program (AFLP), which has entered into an Agreement with the COUNTY to perform or execute the work covered by the specifications outlined in Section 5.0, Statement of Work.

4.0 COUNTY Contract Administrator (CCA)

The individual designated by the COUNTY who monitors the CONTRACTOR's performance in the daily operation of the Agreement. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

5.0 Department of Public Social Services (DPSS)

Provides cash assistance, benefits and/or social services to needy individuals and families who meet various specific program requirements. Provides services to residents in need of financial assistance to meet their basic needs for food, housing, child care, in-home care and/or medical assistance. In addition, able-bodied adults are provided a variety of services to help them become employed and achieve economic self-sufficiency as quickly as possible. Programs include CalWORKs (formerly AFDC), L.A. GAIN employment services, Cal-Learn for Teen Parents, In-Home Supportive Services, Food Stamps, Medi-Cal, and General Relief. Also, free personnel recruitment services are available to local businesses.

6.0 Director

The Department Head of Department of Public Social Services (DPSS), COUNTY of Los Angeles, or his/her authorized representative(s).

7.0 Fiscal Year (FY)

COUNTY Fiscal Year, which commences on July 1st and ends the following June 30th.

IV. CONTRACT RATES

1.0 Notwithstanding any other provision of this Agreement, COUNTY shall not be liable in any event for payment of services provided pursuant to this Agreement in excess of the firm-fixed rate of \$205.86 per Cal-Learn participant enrolled in the CONTRACTOR's Cal-Learn program during the service month, as defined in Part V., Invoicing and Payment, hereunder.

1.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties,

responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 1.2 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

- 2.0 Cost of Living Adjustment (COLA) - The Agreement amount may be adjusted annually, at the County's sole discretion, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, the Cost of Living Adjustment will not be granted.

V. INVOICING AND PAYMENT

1.0 Invoice for Service Month

CONTRACTOR shall invoice COUNTY only according to the firm fixed rate for each Cal-Learn participant served specified in Part IV, Contract Rates. The CONTRACTOR shall request on the invoice, a monthly payment in arrears based on the actual number of Cal-Learn participants served during the service month. The actual number of participants served multiplied by the firm fixed rate shall be the total monthly charge CONTRACTOR shall invoice the COUNTY.

- 1.1 CONTRACTOR shall invoice COUNTY for each Cal-Learn participant served in the service month. A Cal-Learn participant is considered enrolled and thereby served when the following requirements exist on a Cal-Learn participant record:

- 1.1.1 An initial Cal-Learn orientation appointment letter has been initiated via the GAIN Employment and Activity Reporting System (GEARS) or any other manner approved by the COUNTY (see Attachment A, Section 5.3); and
 - 1.1.2 The participant continued to meet Cal-Learn program participation requirements, as defined by State and COUNTY regulations, in the beginning of the service month (see Attachment A, Section 5.12); and
 - 1.1.3 The participant did not exit from Cal-Learn (see Attachment A, Section 5.12), or the participant was not exempted (see Attachment A, Section 5.10) from Cal-Learn during the month immediately preceding the service month, unless the participant was newly enrolled, as explained in Attachment A, Section 5.3); and
 - 1.1.4 As of the last calendar day of the month, the Cal-Learn participant has not been transferred to another Cal-Learn service provider (see Attachment A, Section 5.14.3).
- 1.2 CONTRACTOR shall only be paid for those services authorized under this Agreement.

2.0 Advance Payment Request and Adjustments For Previously Advanced Funds

Funds may be advanced to CONTRACTOR at contract start-up and during each subsequent first month of each fiscal year (i.e., July).

- 2.1 CONTRACTOR may request advanced funds equaling no more than two months of services and not to exceed 25 percent of the estimated annual contract amount. CONTRACTOR may request advanced funds in any month, but advances must be repaid to COUNTY prior to the end of the advance payment's Fiscal Year, as described in Sub-paragraph 2.2, hereunder, and cannot require COUNTY to commit funds beyond the current term of the Agreement. In addition, advances must be repaid to COUNTY prior to the end of the current contract term.
- 2.2 Adjustments for previously advanced funds shall begin three months prior to the year-ending, from the invoice received in April, May and June regardless of the accrual month. COUNTY reserves the right to delay the payments of the billings received in May to ensure advances are fully recouped. All advances must be fully reconciled by June 30th of each fiscal year. In the event that the invoices received in the last three months of the fiscal year are not sufficient to recoup the advanced funds, the CONTRACTOR shall pay the difference to the COUNTY by the 25th of June.

- 2.3 CONTRACTOR shall comply with all applicable State and County regulations in regards to interest earned on advances. This may include maintaining separate bank accounts for cash advances and returning to the COUNTY any interest earned on the advances.

3.0 Invoicing

- 3.1 CONTRACTOR shall prepare and submit monthly invoices, in the format and categories outlined in Attachment C, Sample Monthly Invoice Format, each in an original and one copy, to the CCA within fifteen (15) calendar days following the end of the month in which services were provided. Failure to submit timely and accurate monthly invoices will result in a contract discrepancy and a delay in payment.
- 3.2 Each invoice shall be supported by back-up documentation to validate the invoice amounts. COUNTY will not authorize payment on incomplete or inaccurate invoices.
- 3.3 CONTRACTOR shall submit a reconciled invoice for money advanced at contract start-up and during each subsequent first month of each fiscal year. Implementation of reconciled invoices shall start with the invoices due each April 15th and cease when the previously provided advances are collected prior to June 25th.
- 3.4 CONTRACTOR shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA:
- Department of Public Social Services
Contract Management Division - Section III
Attn: Cal-Learn Case Management CCA
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
- 3.5 Upon COUNTY's review and approval of an accurate invoice, the COUNTY shall authorize payment and process the approved invoice for payment, providing CONTRACTOR is not in default under any provisions of this Agreement. The COUNTY shall adjust CONTRACTOR's future invoice amounts for any liquidated damages or other offset authorized by the Agreement not deducted from any payment made by CONTRACTOR to COUNTY.
- 3.6 COUNTY shall make a reasonable effort to effect payment to CONTRACTOR within (30) calendar days of receipt of an invoice which is accurate as to form and content.

- 3.7 COUNTY may delay the last payment until six (6) months after the expiration of this Agreement. The CONTRACTOR shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Agreement not deducted from any payment made by COUNTY to CONTRACTOR.
- 3.8 Prior to receiving final payment under this Agreement, CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under this Agreement.
- 3.9 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.
- 3.10 Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.
- 3.11 COUNTY shall have no requirement for payment other than as set forth in this Agreement.
- 3.12 CONTRACTOR shall invoice the COUNTY for case management services rendered the previous month. The invoice is due on the fifteenth calendar day of the following month, but not more than one year from the day the services were provided. The CONTRACTOR is formally informed that COUNTY will not be liable for invoices submitted more than one year after services are rendered. CONTRACTOR will not be reimbursed by the COUNTY for those services per government regulations.
- 3.13 CONTRACTOR payment is subject to the payment bonuses and deductions based on CONTRACTOR performance in Paragraph 5.0 Specific Tasks, Sub-paragraph 5.18, Performance Outcome Measures.
- 3.13.1 CONTRACTOR bonuses and deductions cannot exceed ten percent (10%) of CONTRACTOR monthly payment issued during the PERFORMANCE OUTCOME MEASURES' evaluation period of the Agreement, as described in Attachment A, Section 5.18, hereunder.
- 3.13.2 Bonuses/deductions shall only be assessed once during a contract year.

VI. ADMINISTRATION OF CONTRACT - COUNTY

1.0 COUNTY'S Administration

A listing of all County Administration referenced in the following Paragraphs are designated in *Attachment D - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

2.0 COUNTY's Contract Administrator (CCA)

2.1 The responsibilities of the COUNTY's Contract Administrator (CCA) include:

- ensuring that the objectives of this Agreement are met;
- providing direction to CONTRACTOR in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR's Manager on an as needed basis; and
- monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.2 The COUNTY's CCA is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Agreement.

VII. ADMINISTRATION OF CONTRACT - CONTRACTOR

1.0 CONTRACTOR's Manager

1.1 CONTRACTOR's Manager must have a minimum three (3) years of case management experience, or experience substantially similar to these services. The CONTRACTOR's Manager is designated in *Attachment E - Contractor's Administration*. CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Manager.

1.2 CONTRACTOR's Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this contract and shall coordinate with CCA on a regular basis.

2.0 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Manager.

3.0 CONTRACTOR's Staff Identification

- 3.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Agreement with a photo identification badge.
- 3.2 CONTRACTOR shall notify COUNTY within ten business days when staff is terminated from working under this Agreement. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY specified photo identification badge at the time of removal from the COUNTY Agreement.
- 3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Agreement.

4.0 Background and Security Investigations

- 4.1 All CONTRACTOR staff performing work under this contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Agreement at any time during the term of the Agreement. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY, whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

- 4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Paragraph 4.0, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

VIII. FURTHER TERMS AND CONDITIONS

1.0 ASSIGNMENT AND DELEGATION

- 1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
- 1.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

2.0 AUDIT SETTLEMENT

If, at any time during the term of the Agreement or within five (5) years after the expiration or termination of the Agreement, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the DPSS Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to

the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

3.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Agreement is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

4.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. COUNTY's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

5.0 CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Agreement, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.

- 5.2 For any revision which materially affects the scope of work, term, Contract Sum, payments, term, or condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3 The DPSS Director may prepare and sign *amendments* to the Agreement without further action by the COUNTY Board of Supervisors under the following conditions:
- 5.3.1 The amendment is for a decrease or an increase to the firm-fixed rate paid per participant per month, when the change is necessitated by additional and necessary services that are required in order to comply with changes in Federal, State or County requirements. Any increase shall not exceed ten percent of the firm-fixed rate established under Section IV, Contract Rates, per the term of the Agreement and shall not, in the aggregate, exceed ten percent of the estimated total Agreement cost.
- 5.3.2 The amendment is for an increase in the Agreement cost as a result of the COLA for the 12-month period preceding the Agreement anniversary date not to exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the same prior 12-month period. In order to amend pursuant to this Sub-paragraph, the requirements of Section IV, Paragraph 2.0 shall also be met and the Chief Administrative Office must approve said amendment.
- 5.3.3 For any amendment pursuant to Sub-paragraph 5.3.1 or 5.3.2, the following conditions must also be met:
- 5.3.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
- 5.3.3.2 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
- 5.3.3.3 The Department of Public Social Services shall obtain the approval of County Counsel and the Chief Administrative Office for an amendment to this Agreement.
- 5.3.3.4 The DPSS Director will notify the Chief Administrative Office within ten (10) business days after execution of each amendment.

6.0 CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

7.0 CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

The CONTRACTOR staff working under this Agreement shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse or neglect to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working under this Agreement shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR staff working under this Agreement shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working under this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

The CONTRACTOR staff working under this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

8.0 CIVIL RIGHTS

The CONTRACTOR hereby assures that it shall abide by the provisions of *Title VI and Title VII of the Federal Civil Rights Act of 1964*, *Section 504 of the Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of

race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination In Services Certification," Attachment J, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the federal office for civil rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional civil rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment L, herein, (and as directed by DPSS.

9.0 COLLECTIVE BARGAINING CONTRACT

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Agreement.

10.0 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Agreement effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 10.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 10.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 10.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.4 The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three business days of mailing to the complainant.

11.0 COMPLETION OF CONTRACT

- 11.1 Ninety calendar days (or shorter time period as may be determined by COUNTY) prior to the expiration or termination of this Agreement, CONTRACTOR shall allow COUNTY or newly selected contractor a transition period for orientation purposes and the orderly turnover of CONTRACTOR's current operation without additional cost to the COUNTY. CONTRACTOR shall provide assistance for an orderly transition of all work back to COUNTY or another contractor by the provision of key personnel (who shall be cooperative and able to explain/answer questions regarding the various required contract functions as they are currently performed by CONTRACTOR), plans, and training (including an orientation to computer systems used and reports produced). CONTRACTOR's staff shall be available and cooperative in answering all operational questions that are raised by the COUNTY and/or newly selected contractor. During this transition period, CONTRACTOR shall continue to process all work timely and accurately, so that the operation is current at expiration or termination of this Agreement.
- 11.2 If CONTRACTOR fails to comply with any of the terms set forth in Sub-paragraph 11.1, COUNTY shall have the right to withhold fifty percent (50%) to one hundred percent (100%) of the last two (2) months' payments under this Agreement as liquidated damages.

12.0 COMPLIANCE WITH JURY SERVICE PROGRAM

12.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment F and is incorporated by reference into and made a part of this Agreement.

12.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 12.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from

the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

12.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

12.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program.

The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

12.2.4 CONTRACTOR's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

13.0 COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These may include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations
4. Social Security Act
5. State Energy and Efficiency Plan [Title 24, California Administrative Code]
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
10. Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)
11. Cost Principles for Educational Institutions, Office of Management and Budget (OMB) Circular A-21
12. Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87
13. Cost Principles for Non-Profit Organizations, OMB Circular A-122

14. Audits of State, Local Governments, and Non-Profit Organizations,
OMB Circular A-133

CONTRACTOR shall maintain all licenses required to perform the Agreement.

CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR, its employees, agents, or subcontractors of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

14.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

15.0 CONFIDENTIALITY

15.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

15.2 The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Agreement.

15.3 The CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement," Attachment G, hereunder.

15.4 By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles COUNTY Department of Public Social Services so designated without written authorization from DPSS.

16.0 CONFLICT OF INTEREST/CONTRACT PROHIBITED

- 16.1** The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Agreement, or any competing Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or have any other direct or indirect financial interest in the Agreement.

The CONTRACTOR represents and warrants that CONTRACTOR and its authorized officers have read and are familiar with the provisions of *Los Angeles COUNTY Code, Section 2.180.010*, "Certain Contracts Prohibited," and that execution of the Agreement will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment H, hereto.

The CONTRACTOR represents and warrants it did not, as an individual or firm or subsidiary of a firm, under contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Agreement.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

- 16.2** The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 16.0 shall be a material breach of this Agreement.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR shall give

consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 19.1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible contractors.
- 19.2. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts that the CONTRACTOR may have with the COUNTY.
- 19.3. COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: 1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; 2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or

business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.

- 19.4. If there is evidence that the CONTRACTOR may be subject to debarment, DPSS will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 19.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 19.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 19.7. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.
- 19.8. The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the CONTRACTOR has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment

period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 19.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

- 20.1 The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Public Social Services will supply the CONTRACTOR with the poster to be used.
- 20.2 CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment N of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

21.0 CONTRACTOR'S EMPLOYEES

- 21.1 The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR.

While providing services to the COUNTY under this Agreement, the CONTRACTOR's employees shall report to the CONTRACTOR for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance

of requested services immediately upon the written or oral request of the CCA.

21.2 The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

21.3 The personnel provided by the CONTRACTOR shall at a minimum be:

21.3.1 Able to fluently read, write, speak, and understand English.

21.3.2 Bilingual, when requested.

21.3.3 Able to communicate effectively using good judgment and diplomacy.

21.3.4 Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.

21.3.5 Able to handle sensitive materials and perform confidential duties.

21.3.6 Able to satisfy a background check.

21.3.7 Able to meet the minimum qualifications as stated in the Statement of Work, Section 1.3.3.

22.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security

Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

23.0 COUNTY LOBBYISTS

The CONTRACTOR and each COUNTY Lobbyist or the COUNTY Lobbying firm as defined by *Los Angeles COUNTY Code Section 2.160.010*, retained by the CONTRACTOR, shall fully comply with the *COUNTY Lobbyist Ordinance, Chapter 2.160 of the Los Angeles COUNTY Code*. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or the COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the *COUNTY Lobbyist Ordinance* shall constitute a material breach of this Agreement upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Agreement terms, conditions, and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

25.0 COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

26.0 DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Agreement within the following conditions:

- 26.1 The CONTRACTOR shall develop all publicity material in a professional manner.
- 26.2 During the course of performance on this Agreement, the CONTRACTOR, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CCA and County Counsel.

In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 26.3 The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided, however, that the requirements of this Paragraph 26 shall apply.

27.0 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Agreement shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his designee, and the Director's or his designee's decision shall be final.

28.0 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of the CONTRACTOR's failure to comply with the foregoing.

29.0 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

29.1 Are covered by an effective Injury and Illness Prevention Program.

29.2 Receive all required general and specific training.

30.0 FISCAL ACCOUNTABILITY

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply, where applicable, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

31.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

32.0 GOVERNING LAW AND VENUE

32.1 This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

32.2 Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or any other law which occurs after the effective date of this Agreement.

32.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California, Central Civil Division.

33.0 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance activities, or review documents required under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance. When necessary, as determined by COUNTY, a Business Associate Agreement meeting Health Insurance Portability and Accountability Act of 1996 guidelines must be entered into by the observing/reviewing entity and the CONTRACTOR.

34.0 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

35.0 INDEPENDENT CONTRACTOR STATUS

35.1 This Agreement is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

35.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The COUNTY

shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

- 35.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Worker's Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

36.0 INSURANCE COVERAGE REQUIREMENTS

36.1 GENERAL LIABILITY

General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

36.2 AUTOMOBILE LIABILITY

Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

36.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible.

If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

36.4 PERSONAL PROPERTY LIABILITY

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for at least the actual cash value of the property.

36.5 PROFESSIONAL LIABILITY

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

37.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Agreement, the CONTRACTOR shall provide and maintain and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at the CONTRACTOR's own expense.

37.1 EVIDENCE OF INSURANCE

Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the **Department of Public Social Services, 12900 Crossroads Parkway South, 2nd Floor, City of Industry, California 91746, Attention: Gary Akopyan, Director, Contract Management Section III**, prior to commencing services under this Agreement. Such certificates or other evidence shall:

Specifically identify this Agreement.

Clearly evidence all coverages required in this Agreement.

Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement. Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

37.2 INSURER FINANCIAL RATINGS

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by the COUNTY.

37.3 FAILURE TO MAINTAIN COVERAGE

Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Agreement upon which the COUNTY may immediately terminate or suspend the Agreement. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

37.4 NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

The CONTRACTOR shall report to the COUNTY:

- 37.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- 37.4.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Agreement.
- 37.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the CCA.
- 37.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Agreement.

37.5 COMPENSATION FOR COUNTY COSTS

In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any cost to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

37.6 INSURANCE COVERAGE REQUIREMENTS FOR SUBCONTRACTORS

The CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 37.6.1 The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- 37.6.2 The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

38.0 LIQUIDATED DAMAGES

- 38.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from the COUNTY, will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 38.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- 38.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum, and/or
 - 38.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment_A Technical Exhibit 6.1, hereunder, and that the Contractor shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR, and/or
 - 38.2.3 Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 38.3. The action noted in Sub-paragraph 38.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 38.4. This Paragraph 38.0 shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 38.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

39.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to COUNTY under this Agreement.

40.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 40.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 40.2 The CONTRACTOR shall certify to, and comply with, the provisions of Attachment I – *Bidder's/Offeror's EEO Certification*.
- 40.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 40.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 40.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 40.6 The CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 40.0 when so requested by the COUNTY.
- 40.7 If the COUNTY finds that any provisions of this Sub-paragraph 40.0 have been violated, such violation shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Agreement.
- 40.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Agreement, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Agreement.

41.0 NOTICES

41.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give written notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

41.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

41.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box. Notices may also be sent by fax.

41.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business.

Carla Hill, Manager
Childrens Hospital Los Angeles
4610 Hollywood Blvd.
Los Angeles, CA 90027

41.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to:

Gary Akopyan, Director
Contract Management Division - Section III
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

41.6 Changes of Address

Either party can designate a new address by giving ten (10) days advance written notice to the other party.

41.7 Termination Notices

In the event of suspension or termination of the Agreement, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL TAX EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Attachment M, hereunder).

43.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

“The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY’s policy to encourage all COUNTY contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the CONTRACTOR’s place of business. *Department of Public Social Services will supply the CONTRACTOR with the poster to be used.*”

44.0 OWNERSHIP OF DATA/EQUIPMENT

44.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Agreement. The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Agreement.

44.2 COUNTY shall be sole owner of any equipment purchased under this Agreement by CONTRACTOR (as included in CONTRACTOR’s budget for this Agreement or any subsequent budget amendments to this Agreement), or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Agreement.

45.0 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the COUNTY and all materials, data, reports and other information of any kind developed by the CONTRACTOR under this Agreement are confidential to and are solely the property of the COUNTY. The CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions in this Paragraph 45.0, shall survive the expiration or other termination of this Agreement.

- 45.1** Recognizing that the COUNTY has no way to safeguard trade secrets or proprietary information, the CONTRACTOR shall, and does, hereby keep and hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by the COUNTY of trade secrets and proprietary information. The COUNTY shall not require the CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by the COUNTY to successfully complete the services under the Agreement.
- 45.2** The COUNTY shall not require the CONTRACTOR to provide any information that is proprietary to it, provided, however, that if the COUNTY requests the CONTRACTOR proprietary information in order to successfully complete the services under this Agreement, the CONTRACTOR shall mark such information "PROPRIETARY" and the COUNTY shall limit reproduction and distribution to the minimum extent consistent with the COUNTY's need for such information, and, when the COUNTY no longer needs such information, but in no event later than expiration or other termination of this Agreement, the COUNTY shall either (1) cause all copies of such information to be returned to the CONTRACTOR, or (2) certify to the CONTRACTOR that all copies of such information have been destroyed.

46.0 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Paragraph 47, Records Retention and Inspection, herein below.

47.0 RECORDS RETENTION AND INSPECTION

- 47.1** CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to the performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. COUNTY reserves the right to conduct record inspection and audits with no advance notification to CONTRACTOR when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary

data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR in a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

47.2 Other required documents to be retained include, but not limited to:

- 47.2.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs and employee timesheets.
- 47.2.2 Confidentiality Agreement: Contractor Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment G).
- 47.2.3 Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.
- 47.2.4 Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide them to the CONTRACTOR for retention.

47.3 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

- 47.3.1 All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if such material is located outside Los Angeles COUNTY, CONTRACTOR shall either: 1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location: or 2) pay to have such materials promptly returned to a

CONTRACTOR facility located in Los Angeles COUNTY for examination by the COUNTY.

47.3.2 Failure on the part of the CONTRACTOR to comply with the provisions of this Paragraph 47.0 shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement.

47.4 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

48.0 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Agreement.

49.0 REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR to remove any employee from the performance of services under this Agreement for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall replace said personnel within 24 hours.

50.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall immediately remove and replace within 24 hours any of its employees performing services hereunder when notified orally or in writing by the CCA that: 1) such employee has violated such rules or regulations; or 2) such employee's actions, while on COUNTY or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

51.0 SUBCONTRACTING

- 51.1 No performance of this Agreement or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.
- 51.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of allowing any cost under the Agreement. In no event shall approval of any subcontract by the COUNTY be construed as affecting any increase in the amount provided for in the Agreement.

The CONTRACTOR's request for approval to enter into a subcontract shall include:

- 51.2.1 A description of the service to be provided by the proposed subcontractor;
 - 51.2.2 An Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
 - 51.2.3 An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veteran's business enterprise;
 - 51.2.4 A resume of the potential subcontractor's background and experience.
- 51.3 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."*
- 51.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.
- 51.5 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
- 51.6 CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 51.7 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The CONTRACTOR is responsible to notify its Subcontractors of the COUNTY right.

51.8 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

51.9 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor.

52.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 22.0, the CONTRACTOR's Warranty of Adherence to the COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the COUNTY CSSD shall be grounds upon which the COUNTY Board of Supervisors may terminate this Agreement pursuant to Paragraph 54.0, Termination for Default of the CONTRACTOR.

53.0 TERMINATION FOR CONVENIENCE

53.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

53.2 If, during the term of this Agreement, the COUNTY funds appropriated for the purposes of this Agreement are reduced or eliminated, the COUNTY may immediately terminate this Agreement upon written notice to the CONTRACTOR.

53.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

53.3.1 Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

53.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

53.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

53.5 Upon termination of this Agreement, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.

53.6 Upon termination of this Agreement, the CONTRACTOR shall comply with the provisions of Section 47.0, Records Retention and Inspection, herein above.

53.7 Subject to the provisions of Sub-paragraph 53.4, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph 53.0. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated.

The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement, as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

54.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR

54.1 The COUNTY may, subject to the provisions outlined below, by written notice to the CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

54.1.1 CONTRACTOR has materially breached this Agreement;
or

- 54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- 54.1.2 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 54.2 In the event that the COUNTY terminates this Agreement in whole or in part as provided in Sub-paragraph 54.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.
- 54.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 54.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy; acts of the COUNTY in either its sovereign or contractual capacity; acts of Federal or State governments in their sovereign capacities; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 54.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 54.4 If, after the COUNTY has given notice of termination under the provisions of this Paragraph 54.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Paragraph 54.0, or that the default was excusable under the provisions of Sub-paragraph 54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 53.0 - Termination for Convenience.
- 54.5 The rights and remedies of the County provided in this Paragraph 54.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

55.0 TERMINATION FOR IMPROPER CONSIDERATION

- 55.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 55.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.
- 55.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

56.0 TERMINATION FOR INSOLVENCY

- 56.1 The COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following:

56.1.1 Insolvency of the CONTRACTOR

The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed

under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

56.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

56.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

56.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

56.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 56.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

57.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall automatically be terminated as of the end of the then current fiscal year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

58.0 TIMELY COMPLETION

Time is of the essence in the provision and completion of service and the work provided the COUNTY as stipulated in this Agreement, as is the timely conveyance of reporting deliverables to the COUNTY as also stipulated in this Agreement.

59.0 VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

60.0 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

61.0 WAIVER

No waiver of a breach of any provision of this Agreement by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Agreement.

Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

The rights and remedies set forth in this Paragraph 61.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

62.0 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with this Agreement, including Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

63.0 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer(s), this _____ day of _____ 2006. The person signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

Attest:

SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By _____
Deputy County Counsel

CHILDRENS HOSPITAL LOS ANGELES

By _____
Sylvester "Sac" Carreathers
Administrative Director, SRI
P.O. Box 54700, Mailstop #84
Los Angeles, California 90054

By _____
Name _____
Title _____
Address _____

ATTACHMENT A

**STATEMENT OF WORK
AND TECHNICAL EXHIBITS**

STATEMENT OF WORK

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
	PREAMBLE.....	53
1.0	GENERAL	
1.1	Scope of Work.....	56
1.2	Key COUNTY Personnel.....	56
1.3	Key CONTRACTOR Personnel.....	57
1.4	Quality Control	59
1.5	COUNTY's Quality Assurance Plan	60
1.6	Attendance At and Notice of Meetings	61
1.7	Hours of Operation/Holidays	61
2.0	DEFINITIONS	62
3.0	COUNTY FURNISHED ITEMS	70
4.0	CONTRACTOR FURNISHED ITEMS.....	72
5.0	SPECIFIC TASKS	
5.1	Overview of Case Management Operations and Tasks	75
5.2	Identification and Recruitment of Cal-Learn Participants	75
5.3	Cal-Learn Notification and Enrollment.....	76
5.4	Cal-Learn Orientation.....	76
5.5	Intensive Case Management	77
5.6	Supportive Services	77
5.7	School Attendance and Report Cards.....	78
5.8	Good Cause Determinations.....	78
5.9	Deferrals	79
5.10	Exemptions	79
5.11	Referrals	80
5.12	Cal-Learn Exits.....	80
5.13	Inter-County Transfers (ICT)	81
5.14	Inter-Agency Transfers.....	81
5.15	Collocation at County Sites	82
5.16	Administrative Tasks	83
5.17	Reporting Tasks	86
6.0	TECHNICAL EXHIBITS.....	88
6.1	Performance Requirements Summary (PRS)	89
6.2	Performance Requirements Summary Chart	89
6.3	Quality Assurance	90
6.4	Contract Discrepancy Report	90
6.5	Criteria for Acceptable or Unacceptable Performance	91
6.6	Remedy of Defects.....	92
6.7	Unsatisfactory Performance Remedies.....	92

PREAMBLE

COUNTY HEALTH AND HUMAN SERVICES

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue working together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 GENERAL

1.1 SCOPE OF WORK

Except for those items listed in Section 3.0, COUNTY Furnished Items, hereunder, the CONTRACTOR shall provide all management/administrative services, personnel, materials, and other items or services necessary to provide Cal-Learn case management services to Cal-Learn eligible and enrolled CalWORKs (CW) participants. CONTRACTOR must perform to the standards in Technical Exhibit 6.1, Performance Requirements Summary, hereunder.

1.2 KEY COUNTY PERSONNEL

1.2.1 COUNTY Contract Administrator (CCA)

COUNTY will designate one (1) person who will act as the COUNTY Contract Administrator (CCA) for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Agreement. Specifically, the CCA or alternate shall:

- 1.2.1.1 The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of this Agreement.
- 1.2.1.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.1.3 The CCA may negotiate with CONTRACTOR on changes in service requirements pursuant to this Agreement, Part VI, Further Terms and Conditions, Paragraph 5.0, Changes and Amendments of Terms, Sub-paragraph 5.1.
- 1.2.1.4 The CCA is not being authorized to make any changes in the Further Terms and Conditions of the Agreement and is not authorized to obligate the COUNTY in any way.
- 1.2.1.5 The COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Agreement is awarded, and at any time thereafter a change of CCA is made.

1.2.2 Quality Assurance Evaluator (QAE)

COUNTY may designate one (1) person who will act as Quality Assurance Evaluator (QAE) for the COUNTY on all technical standards and requirements pertinent to the Agreement and monitor the CONTRACTOR's performance under the Agreement using the quality assurance procedures established in Technical Exhibit 6.1, Performance

Requirements Summary (PRS) or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Agreement. The QAE and the CCA may be the same person. Specifically, the QAE shall:

- 1.2.2.1 Ensure that technical standards and requirements of this Agreement are met, and evaluate the CONTRACTOR's performance under this Agreement.
- 1.2.2.2 Not be authorized to make changes in the terms and conditions of this Agreement and shall not be authorized to obligate the COUNTY in any way whatsoever.
- 1.2.2.3 Advise the CCA as to the CONTRACTOR's performance in areas relating to technical requirements and technical standards.
- 1.2.2.4 Inform the CONTRACTOR of the name, address and telephone number of the QAE, in writing, at the time this Agreement is awarded, and at anytime thereafter a change of the QAE is made.

1.3 KEY CONTRACTOR PERSONNEL

1.3.1 Contract Manager

- 1.3.1.1 CONTRACTOR shall provide a Contract Manager, who shall be responsible for the overall management and coordination of the Agreement and act as liaison with COUNTY. The Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within 24 hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.
- 1.3.1.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Monday through Friday, excluding COUNTY holidays.
- 1.3.1.3 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the Agreement.
- 1.3.1.4 The Contract Manager or alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made.

1.3.2 Other CONTRACTOR Staff

- 1.3.2.1 CONTRACTOR shall provide supervisory, administrative and direct labor personnel to accomplish the work required under this Agreement. All CONTRACTOR personnel who will have contact with COUNTY personnel must read, write, speak and understand English. CONTRACTOR shall ensure that at all times of operation, at least one CONTRACTOR employee is available and authorized to act for CONTRACTOR.
- 1.3.2.2 CONTRACTOR shall provide each employee with an identification badge that includes the CONTRACTOR's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while providing services under this Agreement.
- 1.3.2.3 All CONTRACTOR staff shall be qualified in accordance with all federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.3.3 CONTRACTOR Employee Acceptability

- 1.3.3.1 CONTRACTOR shall remove any employee who the CCA has determined is unacceptable in the performance of their job and it is inappropriate for such persons to be in contact with COUNTY employees.
- 1.3.3.2 CONTRACTOR shall identify, under sworn statement, throughout the term of the Agreement, all CONTRACTOR employees who are receiving public assistance, and ensure that any employee receiving public assistance has met his/her reporting responsibility to COUNTY and has no access to COUNTY and CONTRACTOR records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- 1.3.3.3 CONTRACTOR shall ensure staff have the needed training, background and meet AFLP guidelines to provide Cal-Learn Case Management Services.
- 1.3.3.4 CONTRACTOR shall perform, at CONTRACTOR's expense, background checks, including but not limited to fingerprint checks to ensure CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.

1.3.4 Uniforms/Identification Badges

- 1.3.4.1 CONTRACTOR shall ensure that their employees are appropriately identified as set forth in Part VII, Paragraph 3.0 of the Agreement.

1.4 QUALITY CONTROL PLAN

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure COUNTY a consistently high level of service throughout the term of this Agreement. The QCP, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Agreement start date, with revisions submitted within five days from when changes to the Plan are made. The Plan shall include, but not be limited to, the following:

- 1.4.1 Method for assuring that professional staff rendering services under the Agreement have necessary expertise in education, training, social and health services that may be needed by Cal-Learn participants.
- 1.4.2 Method and frequency of monitoring to ensure that Agreement requirements are being met;
- 1.4.3 Method for monitoring and evaluating work performed;
- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the COUNTY upon request;
- 1.4.6 Method for maintaining accurate case records and ensuring compliance with Federal, State and COUNTY program requirements.
- 1.4.7 Method of tracking workload activity and ensure management information systems and tracking procedures reflect information reported to the COUNTY via invoices, reports and the COUNTY's GEARS system.
- 1.4.8 Method for providing continuing services to the COUNTY in the event of a strike of the CONTRACTOR's or subcontractor's employees;
- 1.4.9 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this Agreement;
- 1.4.10 Method for surveying participants on a regular basis to obtain feedback on services; and

1.4.11 Monitoring methods to be used, such as:

- 1.4.11.1 Random sampling;
- 1.4.11.2 100% review;
- 1.4.11.3 Participant complaints;
- 1.4.11.4 Participant surveys; and/or
- 1.4.11.5 Information, reports or data that may be provided by COUNTY.

1.5 COUNTY'S QUALITY ASSURANCE PLAN

1.5.1 COUNTY shall monitor CONTRACTOR's performance under this Agreement, using the quality assurance procedures as defined in this Agreement. (Reference: Section VI, Further Terms and Conditions, Paragraph 24.0, County's Quality Assurance Plan).

1.5.2 Performance Evaluation Meetings shall be held jointly by COUNTY and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) is issued and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.

1.5.2.1 The minutes of any Performance Evaluation meeting shall be prepared by the CCA. Should the Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written.

If any dispute is still unresolved, the decision of the Director will be final.

1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.5.3 Contract Discrepancy Reports (CDR's)

- 1.5.3.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a reasonable time period.
- 1.5.3.2 CCA will determine whether a formal CDR (see Technical Exhibit 6.2) shall be issued.
- 1.5.3.3 Upon receipt of the document, the CONTRACTOR is required to respond, in writing, to CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 1.5.3.4 A plan, including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

1.6 ATTENDANCE AT AND NOTICE OF MEETINGS

- 1.6.1 CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such meetings five (5) business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.7 HOURS OF OPERATION/HOLIDAYS

- 1.7.1 CONTRACTOR shall be available to provide services no less than forty (40) hours a week, on a work schedule approved by COUNTY. Normal COUNTY work schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m. During work hours, CONTRACTOR shall ensure the availability of at least one employee who can respond to any inquiries and complaints which may be received about the CONTRACTOR's performance under the Agreement. When the CONTRACTOR's office is closed, an answering machine must be available to receive such calls. CONTRACTOR is not required to provide services on County recognized holidays, or CONTRACTOR 's holidays as approved by Director. The CCA will provide lists of COUNTY holidays and Contract Manager will provide list of CONTRACTOR's prior to the beginning of each calendar year during the term of this Contract.

Upon mutual agreement, CONTRACTOR may provide services at non-traditional hours and/or on non-traditional days.

2.0 DEFINITIONS

2.1 ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable variance from a standard before the County will determine a specific service to be unacceptable. An AQL does not imply that the Contractor may knowingly perform in a defective way. It implies that the County recognizes that defective performance sometimes happens unintentionally. However, the County expects expert professional services to be provided at all times.

2.2 ADOLESCENT FAMILY LIFE PROGRAM (AFLP)

AFLP is a program funded by the Department of Health Services, Maternal and Child Health Branch to enhance education; and to improve the health; and social and economic well-being of pregnant and parenting adolescents.

2.3 ADOLESCENT FAMILY LIFE PROGRAM STANDARDS

Standards and practices approved by the California Department of Health Services to which AFLP agencies must adhere. All Cal-Learn case management contractors must adhere to the AFLP Standards as well as any addenda adopted for Cal-Learn by CDHS and CDSS.

2.4 ANCILLARY EXPENSES

Ancillary expenses are expenses that must be paid for a Cal-Learn participant to attend and/or graduate from high school or achieve the equivalent. This includes, but is not limited to, school books, GED testing costs, and laboratory fees.

2.5 BONUS

Payment made when a Cal-Learn participant makes satisfactory progress or receives his or her high school diploma or its equivalent.

2.6 BUDGET

The Budget is a document that details the CONTRACTOR's costs for providing services and is included as Attachment B to this Agreement. The Budget includes, but is not limited to, the following:

2.6.1 Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Agreement), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Applicable Taxes and other (specified).

2.6.2 Indirect Costs - General Accounting/Bookkeeping, Management Overhead, Telephone/Utilities, Space, and other (specified).

2.7 CAL-LEARN ENROLLMENT

An initial Cal-Learn orientation appointment (CL 1) letter has been initiated to the participant, the participant has been determined to meet Cal-Learn eligibility requirements, as defined by State regulation and COUNTY policies and procedures in GAIN Program Handbook, Chapter 1800, Cal-Learn, and the participant has not been terminated or exempted from the Cal-Learn Program during the previous month, unless the participant was newly enrolled and a new CL 1 was issued. Additionally, as of the last calendar day of the month, the Cal-Learn participant has not been transferred to another Cal-Learn Case Management Contractor.

2.8 CAL-LEARN EXIT

Participants who are no longer eligible for the Cal-Learn Program and their Cal-Learn components have been closed.

2.9 CAL-LEARN PROGRAM

A program mandated by State law (California Welfare and Institutions Code, Section 11331 through 11334) to provide case management and supportive services for teenage CalWORKs recipients who are pregnant or custodial parents, and who do not possess a high school diploma or its equivalent. Cal-Learn operates as part of the GAIN program.

2.10 CalWORKs

CalWORKs is an acronym for "California Work Opportunity and Responsibility to Kids" which includes the State of California's Welfare-to-Work Program.

2.11 CalWORKs CASE ASSISTANCE UNIT

Aided household members on CalWORKs case.

2.12 CalWORKs PARTICIPANTS

CalWORKs applicants/participants who COUNTY has determined are eligible for participation in the CalWORKs Program. A Cal-Learn participant must be an active CalWORKs participant to be enrolled in Cal-Learn.

2.13 CASE INFORMATION INQUIRY (ICAS)

GEARS Screen used to maintain CalWORKs eligibility information on Cal-Learn participants.

2.14 CONTRACT DISCREPANCY REPORT

A written report prepared by County to identify specific failures of Contractor in meeting contract standards.

2.15 DEFERRED PARTICIPANT

A CalWORKs participant who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn deferral criteria. Deferred participants will still receive case management services but are not subject to sanctions or eligible for bonuses or supportive services.

2.16 EXEMPT PARTICIPANT

A CalWORKs recipient who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn exemption criteria. Exempt participants will receive no Cal-Learn services and are not subject to sanctions or eligible for bonuses.

2.17 GREATER AVENUES FOR INDEPENDENCE (GAIN)

GAIN is the acronym for the “Greater Avenues for Independence” program established with the passage of Assembly Bill 2580 on September 26, 1985. GAIN has been replaced by CalWORKs.

2.18 GAIN PROGRAM HANDBOOK (PH)

The GAIN Program Handbook/Manual that covers policies and procedures which governs the COUNTY’s administration of GAIN case management.

2.19 GAIN REGIONAL LIAISON

The COUNTY staff who supervises GAIN Services Workers.

2.20 GAIN SERVICES COORDINATOR (GSC)

DPSS employees who act as a liaison between GAIN and CalWORKs District staff in resolving problems regarding GAIN sanctions and the exemption process. The GSC is responsible for ensuring that both staff communicate, collaborate and cooperate when attempting to resolve various concerns.

2.21 GAIN SERVICES WORKER (GSW)

DPSS employees who are members of the Cal-Learn case management team. A GSW’s responsibilities include review and approval of deferrals, exemptions, good cause determinations, bonuses and sanctions that are recommended by

the Cal-Learn Case Manager. The GSW is also responsible for issuing bonuses and supportive service payments.

2.22 GAIN SERVICES SUPERVISOR (GSS)

DPSS employee who oversees the work of the Cal-Learn case management team and provides weekly and monthly reports to management.

2.23 GEARS

GEARS is an acronym for “GAIN Employment Activity and Reporting System” which is the automated data management system to be used to support the GAIN program in Los Angeles County.

2.24 INTER-AGENCY TRANSFERS

Cases that have been sent to another Cal-Learn service provider in the COUNTY.

2.25 INTER-COUNTY TRANSFERS – CL 15

Inter-County Transfers are cases that have been sent to Los Angeles County from neighboring or other counties. The Inter-County Transfer (CL 15) form and the Inter-County Transfer Summary (CL 16) are both used for transferring cases and the CL 16 is also used for transferring cases directly between case management providers.

2.26 MAINTAIN CASE PHONE AND ADDRESS (MCAP)

GEARS screen used to maintain participant’s phone number and address.

2.27 PARTICIPANT COMPONENT SELECTION (IPCA)

GEARS screen used to list the components participants have been assigned.

2.28 PARTICIPANTS SERVED

Participants receiving CalWORKs benefits, meet Cal-Learn program requirements, as defined in applicable State and County regulations, and have been enrolled in the Cal-Learn Program.

2.29 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS is a document furnished by the COUNTY (Technical Exhibit 6.1) which identifies and summarized the key performance indicators of this Agreement. COUNTY will use the PRS in evaluating CONTRACTOR performance to assure that the Agreement performance standards are met.

2.30 PERSON RECORD INQUIRY (IPRC)

GEARS screen used to maintain participant's information such as, birthday, name, and eligibility status.

2.31 QUALITY CONTROL PROGRAM

All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet Agreement requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

2.32 REPORT CARD

A periodic report that is routinely issued by schools which documents Cal-Learn participant's academic achievements.

2.33 SANCTION

A sanction is a reduction in the payee's CalWORKs payment that is assigned to the Cal-Learn participant's case. The sanction is applied when the Cal-Learn participant fails to submit a report card that is due or receives less than a "D" grade average, or a 1.0 grade point average.

2.34 SATISFACTORY PROGRESS

Report card which indicates the participant has received a grade average of "C" or higher, or a 2.0 grade point average or higher.

2.35 SERVICE MONTH

The service month is the current month in which services are being provided to Cal-Learn participants.

2.36 STATE

The State of California.

2.37 SUPPORTIVE SERVICES

Transportation, child care and ancillary expenses needed by Cal-Learn participants to enable them to attend school.

2.38 WELFARE-TO-WORK DIVISION

A Division within DPSS that is responsible for administering the GAIN program, and the Cal-Learn program in Los Angeles County.

2.39 ORIENTATION ATTENDANCE RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who have completed Cal-Learn Orientation. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who have completed the Orientation in the semi-annual review period of those that were scheduled to appear for orientation.

Denominator: Participants with a scheduled Cal-Learn Orientation in the semi-annual review period, minus those that were erroneously referred.

2.40 SCHOOL ENROLLMENT RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who were enrolled in school. The rate for the population being reviewed is follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who were enrolled in school at any time during the semi-annual review period. The enrollment date is not restricted to the semi-annual review period and can have occurred in a prior semi-annual review period.

Denominator: Participant:

- a. Is in Number Served (i.e., enrolled in Cal-Learn); and
- b. Has completed Cal-Learn Orientation; and
- c. Was not erroneously referred to CONTRACTOR.

2.41 REPORT CARD SUBMISSION RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who are enrolled in school and had at least one report card due in the semi-annual review period. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who submitted one or more report cards in the semi-annual review period of those that were due.

Denominator: Participants who were enrolled in school at some time in the semi-annual review period and had at least one report card due in the semi-annual review period.

- Participants enrolled in school; and
- Report card due in the semi-annual review period that does not fall in 90-Day Participation Period; and
- Were not erroneously referred to CONTRACTOR; and
- The report card due date falls during a period of Cal Learn eligibility.

2.42 GRADUATION RATE

A performance outcome rate based on a periodic review of all Cal-Learn participants that have graduated or completed their high school education via high school diploma, General Education Development (GED), or its equivalent. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who graduated in the annual review period.

- \$500 bonus issued in the annual review period; or
- Component End Code = "57" (graduated) and component end date in the annual review period; or
- GED/High School Diploma = "Y" and GED/High School Diploma Received date in the annual review period; or
- Otherwise noted as "graduated" in COUNTY management systems (i.e., GEARS or any alternate means approved by COUNTY, such as CONTRACTOR provided data).

Denominator: Participants that left the program in the annual review period who have at least completed the 11th grade level.

- Component End Codes "57", "60" or "70"; and
- Component End Date in the annual review period; and
- Last grade completed equal to or greater than the 11th grade and not in 90-Day Participation Period; and
- Were not erroneously referred to CONTRACTOR.

2.43 90-DAY PARTICIPATION PERIOD INDICATOR

2.43.1 An asterisk will be attached to all report card due dates that immediately follow the 90-Day Participation Period or that are automatically generated by GEARS when the CL1 is generated. The GAIN Services Supervisor (GSS) will have the ability to remove the asterisk from the records, as appropriate; additionally, the report card due dates will not be included in the report card submission or graduation rate calculations.

2.43.2 (First report card for the 90-day Participation Period = 1st day of the calendar month + 91 calendar days + 10 working days following the latest scheduled appraisal date, excluding any participants deregistered in the last 90 days.)

2.44 PERFORMANCE OUTCOME MEASURES

2.44.1 Performance Measures that reflect outcomes that are reflective of the CONTRACTOR's performance. The Performance Outcome Measures are: Orientation Attendance Rate, School Enrollment Rate, Report Card Submission Rate and Graduation Rate.

3.0 COUNTY FURNISHED ITEMS

COUNTY furnished items are provided by COUNTY for the term of the Agreement only and are solely for the performance of this agreement.

3.1 EQUIPMENT

3.1.1 For the purpose of this Agreement, COUNTY shall furnish and install for CONTRACTOR use, GEARS computer terminals, printers and the necessary transmission lines. This equipment remains the property of COUNTY. Upon termination of this Contract, COUNTY shall remove the GEARS terminals, printers and the transmission lines.

3.2 MAINTENANCE REPAIRS AND REPLACEMENT

3.2.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of COUNTY furnished equipment. CONTRACTOR shall be responsible for repair and replacement costs for COUNTY furnished equipment that is damaged due to CONTRACTOR's abuse or carelessness, as determined by COUNTY.

3.2.2 CONTRACTOR shall be responsible for all expenses, such as rewiring and telephone circuit re-routing for the relocation of GEARS equipment if the relocation is not required by COUNTY.

3.2.3 CONTRACTOR shall not install software or screen savers on COUNTY provided PCs. Any installation, de-installation or re-installation of required software and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. Any service calls required because of CONTRACTOR's staff modifying the configuration of software on the PCs shall be the expense of the CONTRACTOR.

3.3 MATERIALS

COUNTY shall provide:

3.3.1 List of State and County Cal-Learn regulations, including, but not limited to CDSS MPP Chapter 42-700 and the DPSS GAIN Program Handbook, Chapter 1800, and all applicable updates.

3.3.2 DPSS Operations Handbook, Section 21, Civil Rights Program and all applicable updates;

3.3.3 A supply of Civil Rights Complaint forms, PA 607, for use by trainees in reporting civil rights complaints;

- 3.3.4 A list of the COUNTY- observed holidays;
- 3.3.5 Cultural Awareness, and Child/Elder Abuse Awareness and Reporting trainings; and
- 3.3.6 Appropriate COUNTY hiring guidelines for candidates with criminal convictions.

3.4 REFERRALS

- 3.4.1 COUNTY shall provide listings of CalWORKs recipients who appear to be eligible for Cal-Learn.

3.5 SERVICES

- 3.5.1 COUNTY shall provide the payment system for Cal-Learn child care, transportation, ancillary expenses and bonuses. COUNTY shall also provide a system for deducting Cal-Learn sanctions.

3.6 SUPPLIES

COUNTY shall provide:

- 3.6.1 Video training tapes for child abuse, elder abuse, civil rights and cultural awareness.
- 3.6.2 State-approved Nondiscrimination In-Services Notices, Civil Rights complaints forms, all other State-mandated and COUNTY-mandated forms, posters and fliers describing participant's grievance and State Hearing rights.
- 3.6.3 State Manual Chapter 20-000 on welfare fraud, DPSS Administrative Directive 2898, dated 10/4/87, and Assembly Bill 3988 on Elder Abuse and Dependent Adult Abuse dated September 14, 1986.
- 3.6.4 The COUNTY GAIN and Cal-Learn Plans and any significant revisions/annual updates.
- 3.6.5 DPSS staff with contract monitoring responsibilities will supply CONTRACTOR with the County's "Safely Surrendered Baby Law" posters and/or wallet-size cards (Attachment H) The CCA shall provide CONTRACTOR with the "Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law" document (Attachment H-1, attached hereunder).

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall provide all personnel, facilities, materials, supplies, and equipment necessary to perform all Agreement services, except for those provided COUNTY as identified in Section 3.0 of Attachment A, here above.

4.1 PERSONNEL

- 4.1.1 CONTRACTOR shall provide all supervisory, administrative, and direct labor personnel, including bilingual personnel, to accomplish all work required by this Agreement.
- 4.1.2 CONTRACTOR shall maintain staffing levels as approved by DPSS. Should CONTRACTOR determine that provided services require additional or fewer staff, CONTRACTOR shall obtain prior approval from DPSS.
- 4.1.3 CONTRACTOR's case managers shall possess an expertise in understanding the education, training and other social and health service needs of pregnant and parenting youths, as well as knowledge of the local programs that provide these services.
- 4.1.4 CONTRACTOR shall provide staff with bilingual skills, such as Spanish, or provide interpretive services for participants who cannot communicate in English. CCA will notify CONTRACTOR of language requirements for the areas served. Although a participant shall not be required to provide an interpreter, CONTRACTOR shall not be prohibited from utilizing an interpreter voluntarily provided by the participant (e.g., a relative or friend).
- 4.1.5 CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.
- 4.1.6 CONTRACTOR shall conduct, at no cost to COUNTY, criminal background checks to ensure all CONTRACTOR employees meet COUNTY hiring guidelines relating to criminal convictions.

4.2 FACILITIES, EQUIPMENT AND SUPPLIES

- 4.2.1 CONTRACTOR shall provide the necessary facility/facilities and furnishings for case management operations, which are acceptable to COUNTY, accessible to participants, and in conformity with general COUNTY facility standards.
- 4.2.2 CONTRACTOR shall provide telephone installation and equipment, utilities, parking, custodial services, building maintenance and all

services/materials not specifically provided by the COUNTY at all CONTRACTOR facilities used for Cal-Learn services.

4.2.3 CONTRACTOR shall provide COUNTY with updated lists of all sites to be used in administering these services, including any extension site.

4.2.4 CONTRACTOR shall provide supplies, unless otherwise specified in Attachment A, Section 3.0, necessary to perform all services required by this Agreement and adhere to all requirements imposed on CONTRACTOR by this Agreement. CONTRACTOR may augment the equipment provided by COUNTY at no cost to COUNTY and with prior COUNTY approval.

4.3 MATERIALS

4.2.1 CONTRACTOR shall post in each CONTRACTOR facility, in an area that is easily accessible to CONTRACTOR employees and Cal-Learn participants, Equal Employment Opportunity (EEO) posters and State-approved Nondiscrimination In Services notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, Fourth Floor
Los Angeles, California 90010-9856
Telephone Number (213) 251-7278.

4.4 TRAINING

CONTRACTOR shall provide:

4.4.1 DPSS approved child abuse, elder abuse, cultural awareness, civil rights and Cal-Learn orientation training for CONTRACTOR's staff who have direct contact with Cal-Learn participants.

4.4.2 DPSS approved training to CONTRACTOR's staff for program reinforcement, internal operations procedures, and any other supplemental training determined necessary by CONTRACTOR or COUNTY.

4.5 SERVICES

4.5.1 CONTRACTOR shall house GEARS terminals and printers and any other COUNTY computer equipment at the designated CONTRACTOR site, and shall provide all security measures to ensure that the COUNTY's computer equipments are secure and confidentiality is maintained. CONTRACTOR shall also meet any additional security measures as required by COUNTY. CONTRACTOR's security measures must be approved by COUNTY.

- 4.5.2 If CONTRACTOR changes the GEARS terminal and printer location, CONTRACTOR shall provide a minimum of 60 days prior written notice of the planned move to COUNTY, pay for all expenses of the COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY provided computer equipment.

4.6 RETURN OF SUPPLIES, FORMS AND EQUIPMENT

- 4.6.1 Upon the Agreement's termination, CONTRACTOR shall transfer to DPSS equipment purchased with County funds and unused supplies and forms purchased for this Agreement or its residual value to COUNTY.
- 4.6.2 Prior to the termination of the Agreement, CONTRACTOR may use furniture purchased for this Agreement, in exchange for services or equipment of equal value, as approved by COUNTY.
- 4.6.3 COUNTY will determine the residual value of all assets should the CONTRACTOR opt to return the residual value of the assets in place of the assets.

4.7 COMPLAINT RESOLUTION PROCEDURES

- 4.7.1 CONTRACTOR shall establish a procedure to resolve complaints, and provide such procedure to the COUNTY within 15 business days after Agreement effective date.
- 4.7.2 CONTRACTOR shall notify the COUNTY, in writing, within five workdays, of receiving a complaint.

4.8 CIVIL RIGHTS COMPLAINT PROCEDURES

- 4.8.1 CONTRACTOR shall provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language.
- 4.8.2 CONTRACTOR shall maintain a log of Civil Rights complaints.
- 4.8.3 CONTRACTOR's Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between CONTRACTOR and the County Contract Administrator and DPSS Civil Rights & Customer Relations Section (CRCR).
- 4.8.4 All CCM/CRLs shall forward all PA 607s to the CCA within two business days.
- 4.8.5 CCM/CRLs shall not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR Section.

5.0 SPECIFIC TASKS

5.1 OVERVIEW OF CASE MANAGEMENT OPERATIONS AND TASK

- 5.1.1 CONTRACTOR is responsible for administering Cal-Learn case management services in accordance with all applicable laws and existing or future State regulations and COUNTY policies and procedures governing Cal-Learn, including but not limited to the California Department of Social Services (CDSS) Manual of Policy and Procedures Eligibility and Assistance Standards Sections 42-762 through 42-769 and the Department of Public Social Services (DPSS) GAIN Program Handbook, Chapter 1800 and its updates, hereinafter referred to as “County Cal-Learn Policies and Procedures.” Any deviation from applicable laws and regulations shall require COUNTY approval prior to implementation.
- 5.1.2 CONTRACTOR is responsible for tracking all caseload activity and reporting on Cal-Learn services, as described below in this Agreement.
- 5.1.3 CONTRACTOR shall provide Cal-Learn services and applicable reporting tasks as specified in this Agreement. These services are not to be provided to the exclusion of any other requirement of law or regulation.
- 5.1.4 CONTRACTOR shall provide Cal-Learn services, pursuant to the Specific Tasks listed in Paragraph 5.0, Subsections 5.1 through 5.18 of this Statement of Work, to each eligible CalWORKs participant without exception; unless, otherwise notified by the COUNTY to cease services or the participant is no longer eligible in accordance with State regulations and COUNTY Cal-Learn Policies and Procedures.

5.2 IDENTIFICATION AND RECRUITMENT OF CAL-LEARN PARTICIPANTS

- 5.2.1 COUNTY shall provide to CONTRACTOR, a weekly Cal-Learn Universe Listing of CalWORKs participants who appear to be eligible for Cal-Learn in CONTRACTOR’s service delivery area. Recruitment may occur through CONTRACTOR co-location at DPSS CalWORKs district offices, as described below in Section 5.15, Co-location at COUNTY Sites or any other means CONTRACTOR and COUNTY deem appropriate.
- 5.2.2 CONTRACTOR may independently identify participants who are eligible for the Cal-Learn Program, as defined by applicable State regulations and COUNTY Cal-Learn Policies and Procedures.
 - 5.2.2.1 When CONTRACTOR identifies a potentially eligible pregnant or parenting teen, CONTRACTOR shall notify GAIN Cal-Learn Line Operations to verify the participant’s CalWORKs and Cal-Learn eligibility on GEARS and the Los Angeles Eligibility Automated Determination, Evaluation And Reporting (LEADER) System. CONTRACTOR shall confirm the status of a potentially

eligible Cal-Learn participant by reviewing GEARS screens: 1) IPCA; 2) MCAP; 3) IPRC; and, 4) ICAS.

- 5.2.2.2 If the minor pregnant or parenting teen identified by the CONTRACTOR is not aided on CalWORKs or is not eligible for Cal-Learn, no Cal-Learn services shall be provided.

5.3 CAL-LEARN NOTIFICATION AND ENROLLMENT

- 5.3.1 Upon identifying a participant as eligible for Cal-Learn, as stated in Section 5.2 above, CONTRACTOR shall enroll participant via GEARS or any other COUNTY approved means.

- 5.3.1.1 Cases shall be assigned to a Cal-Learn Contract Case Manager within four (4) work days of receiving eligibility confirmation from GAIN Cal-Learn Line Operations or receipt of an Inter-County Transfer form (CL 15, Cal-Learn Case Management Inter-County Transfer Form and/or CL 16, Cal-Learn Case Management Inter-County Transfer Summary).

- 5.3.1.2 Within four (4) workdays of assigning a participant to a Cal-Learn Contract Case Manager, CONTRACTOR shall set an orientation appointment date to alert GEARS to automatically initiate the CL 1, to both the eligible teen and the Head of the CalWORKs Assistance Unit, if applicable. The appointment shall be set at least ten (10) workdays from the date the component is opened.

- 5.3.2 Once a participant is assigned to a Contract Case Manager, CONTRACTOR shall create a separate Cal-Learn case file folder for each referred participant. The file folder shall contain all pertinent information related to Cal-Learn services.

For Cal-Learn participants who are referred erroneously and identified as such after the component is opened, the CONTRACTOR shall create a file to document the determination of erroneous referral and reason for exit.

5.4 CAL-LEARN ORIENTATION

- 5.4.1 CONTRACTOR shall provide and conduct Cal-Learn Orientations to Cal-Learn participants, as described in Section 5.3 above. Orientation shall be scheduled within twenty (20) workdays of Cal-Learn enrollment.

- 5.4.2 Orientation shall abide by applicable State regulations and County Cal-Learn Policies and Procedures.

- 5.4.3 CONTRACTOR is expected to meet a performance outcome for completion of Cal-Learn orientation. For the semi-annual period of the

Agreement, the minimum performance standard is 70 % for all newly enrolled participants, excluding those erroneously referred.

- 5.4.4 Orientation No-Shows – CONTRACTOR is responsible for contacting Cal-Learn participants who do not attend the scheduled orientations and shall continue recruitment efforts through such means as telephone calls, home visits, and/or follow-up letters.

5.5 CASE MANAGEMENT

CONTRACTOR shall provide comprehensive case management, as specified by the Adolescent Family Life Program Standards established by the California Department of Health Services, and all applicable State regulations and County Cal-Learn Policies and Procedures.

5.5.1 Case Plan

Within sixty (60) work days of the completed Cal-Learn orientation appointment, CONTRACTOR shall develop a comprehensive case plan, for each Cal-Learn participant. The purpose of the case plan is to assist participants in graduating from high school, or obtaining its equivalent (GED or California High School Proficiency Certificate). CONTRACTOR shall update the case plan at least once every quarter. The case plan shall abide by State regulations and County Cal-Learn Policies and Procedures.

5.5.2 Cal-Learn Plan Review

CONTRACTOR will monitor each Cal-Learn participant's progress through monthly contacts with the participant, a collateral relative, or a service provider, to determine the effectiveness of the service plan and the participant's progress. If needed, CONTRACTOR shall make necessary changes to the service plan to improve the Cal-Learn participant's progress.

Cal-Learn Contract Case Manager shall act as an advisor, mentor, and role model so that each Cal-Learn participant has someone to trust and rely upon for advice and guidance.

5.6 SUPPORTIVE SERVICES

CONTRACTOR shall evaluate unmet needs for child care, transportation, ancillary services, and other services needed to attend school full-time as defined by the school.

- 5.6.1 CONTRACTOR shall document supportive service needs and forward COUNTY-required transportation and ancillary payment requests and documentation to the GAIN Services Worker, and request for child care to the appropriate Alternative Payment Program (APP) agency.

- 5.6.2 CONTRACTOR shall report changes in status that affect supportive service payments, or overpayments and underpayments, if discovered, to the GAIN Services Worker within five workdays of discovery.
- 5.6.3 CONTRACTOR shall maintain documentation of supportive service requests in the Cal-Learn case record, as required by COUNTY procedures.

5.7 SCHOOL ATTENDANCE AND REPORT CARDS

5.7.1 School Enrollment

Consistent with the stated goals of the Cal-Learn Program, CONTRACTOR shall emphasize the importance of completing a high school education and work with participants to address barriers to school enrollment. Accordingly, CONTRACTOR is expected to meet a performance outcome for enrollment in high school or equivalent program. The minimum performance standard is 60% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled who have completed Cal-Learn orientation.

If the participant is unable to obtain documentation of school enrollment, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and school enrollment information.

5.7.2 Report Card Schedule

CONTRACTOR shall give or mail to the Cal-Learn participant, the CalWORKs payee and the GAIN Services Worker, the initial report card schedule and all updates to the report card schedule. The report card schedule is developed by the Cal-Learn Contract Case Manager within thirty calendar days of the participant's Cal-Learn enrollment and/or as part of the Case Plan. Updates to the report card schedule are developed when the previous report card is due or has been submitted or as necessary during the Case Plan Review. The report card schedule and updates will be on a COUNTY approved form.

CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled in high school or an equivalent program.

5.7.3 School Progress

The Cal-Learn Contract Case Manager shall monitor to ensure that report cards are submitted by the Cal-Learn participant by the report card due

date (within 10 work days after the report card issue date) in accordance with the report card schedule, per Section 5.7.2 above.

If the participant is unable to obtain the report card from the school, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and progress of student.

5.7.4 High School Graduation

CONTRACTOR is expected to meet a performance outcome for high school graduation. For the annual period of the Agreement, the minimum performance standard is 50% of all Cal-Learn participants who are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the eleventh grade, and have not been exited due to loss of CalWORKs eligibility.

5.8 GOOD CAUSE DETERMINATIONS

5.8.1 Good Cause determination is started/evaluated when requested by the Cal-Learn participant. CONTRACTOR shall review the events on which the Cal-Learn participant based the request and provide a recommendation for a sanction, bonus or no bonus/no sanction, with substantiating documentation to the County. The GAIN Services Worker shall review the CONTRACTOR's documentation and recommendation to determine if the Cal-Learn participant does or does not have good cause.

5.8.2 The Cal-Learn Contract Case Manager shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.

5.9 DEFERRALS

5.9.1 CONTRACTOR shall send a deferral recommendation and supporting documentation to the GAIN Services Worker (GSW) for approval and follow State regulations and County Cal-Learn Policies and Procedures.

CONTRACTOR shall continue Cal-Learn case management during the time a Cal-Learn participant is deferred. Supportive Services payments do not continue.

5.9.2 CONTRACTOR shall review deferrals when the deferral period expires, but no less often than every three months.

5.10 EXEMPTIONS

5.10.1 CONTRACTOR shall follow applicable State regulations and COUNTY Cal-Learn Policies and Procedures in recommending an exemption and

send an exemption recommendation and supporting documentation to the GSW for approval.

5.10.2 Cal-Learn services are not provided to teens exempted from Cal-Learn. CONTRACTOR shall review the exemption reason when it expires, but no less than every six months. COUNTY will alert CONTRACTOR via the Cal-Learn Checklist five work days prior to the end of the exemption period that an exemption review will be due.

5.11 REFERRALS

CONTRACTOR shall provide referrals to appropriate community services needed to assist the teen parent to continue in or return to school when the needed services are available and also accessible to the teen parent.

5.11.1 Welfare Fraud Investigation Referrals

CONTRACTOR shall initiate a fraud referral to the GAIN Services Worker if the Cal-Learn participant, the Cal-Learn participant in collusion with a service provider or any family member is suspected of committing welfare fraud. Initial reports/referrals can be verbal or in writing. When making a verbal report, CONTRACTOR is to ensure that a written referral is submitted within three work days of the initial report.

The CONTRACTOR shall notify the GAIN Services Worker **within five business days** when an overpayment is discovered on a Cal-Learn case.

5.11.2 Child/Elder Abuse Investigation Referrals

CONTRACTOR shall report suspected elder abuse or child abuse per existing State mandated reporter requirements. Contractor shall initiate reports to the Department of Children and Family Services or other appropriate authorities, verbally or in writing. When making a verbal report, CONTRACTOR shall ensure that a written report is submitted within three workdays of the initial report.

5.12 CAL-LEARN EXITS

5.12.1 CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility. When the participant no longer qualifies, CONTRACTOR shall take appropriate action and initiate the closure of the participant's Cal-Learn component in no more than five work days from the workday after the date notification was received from the GSW, via the final checklist, that the participant was ineligible.

5.12.2 CONTRACTOR shall ensure the Cal-Learn component closure is effective no later than the last day of the month in which notification of termination is received, teen turns 19 or 20 years old or graduates. When a bonus, sanction, or good cause determination is pending, CONTRACTOR may keep the component open until the end of the month, following the month in which the participant became ineligible. To the extent possible, COUNTY shall notify CONTRACTOR on cases that are to be closed in a specific month at least five working days prior to the end of the month. Information shall be retained and documented in participant's Cal-Learn case folder.

5.12.3 CONTRACTOR shall not be paid beyond the month in which written notification is received from COUNTY that the Cal-Learn participant is no longer eligible except for reasons stated above. CONTRACTOR may not be eligible for payment for any cases where a CONTRACTOR-caused delay occurs in closing a component.

5.13 INTER-COUNTY TRANSFERS (ICT)

5.13.1 For cases being **transferred in** from other counties in California, CONTRACTOR shall assign ICT cases to case managers within four work days of receipt of CL 15 or CL 16. The COUNTY shall provide the date-stamped CL 15 to the CONTRACTOR within three work days from receipt of CL 15.

5.13.2 CONTRACTOR shall forward CL 16 to COUNTY within three workdays of receipt.

5.13.3 CONTRACTOR shall maintain effective controls to ensure proper invoicing of ICT cases. CONTRACTOR may request payment for these cases effective the month in which Cal-Learn services were initiated. In addition, CONTRACTOR shall ensure that previously invoiced ICT cases are not counted as new cases in subsequent invoices once the case is added as new via GEARS.

5.13.4 For cases being **transferred out** to other counties in California, CONTRACTOR shall notify the GAIN Deputy Administrator and initiate Cal-Learn exit procedures, within three work days of receiving notification from the GSW, via the Cal-Learn checklist, of a participant's move to another county.

5.14 INTER-AGENCY TRANSFERS

CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.

5.14.1 Upon verification of participant's change of address from GSW, CONTRACTOR shall transfer those cases that have moved to another service area within Los Angeles County within 10 work days.

For outgoing cases, CONTRACTOR shall confirm the new address service area, notify the new provider per established procedures, receive transfer information from new provider and transfer the case electronically in GEARS.

The receiving agency shall, within four work days of request, provide the name of the new case manager to the sending agency to complete the transfer. Should COUNTY affect CONTRACTOR's ability to transfer a case within the 10 work days, CONTRACTOR shall complete the transfer as soon as possible.

- 5.14.2 In the event that a Cal-Learn participant requires immediate services while a case is in the process of being transferred, CONTRACTOR shall remain responsible for providing services until GEARS is updated and reflects a new Cal-Learn service provider as the responsible provider.
- 5.14.3 CONTRACTOR must ensure proper invoicing on all outgoing and incoming inter-agency transfers, as CONTRACTOR would no longer be eligible for payment in the service month in which the case was transferred out, but will be eligible for payment in the service month in which it received case transfers.

5.15 CO-LOCATION AT COUNTY SITES

CONTRACTOR may utilize COUNTY premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Learn case management. It is expressly understood that this Agreement does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

5.15.1 CONTRACTOR shall:

- 5.15.1.1 Abide by the COUNTY's rules and regulations as described in Section VIII, Paragraph 50.0 of the Agreement
- 5.15.1.2 Keep the occupied area in a clear and sanitary manner.
- 5.15.1.3 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to CONTRACTOR that is installed or placed within the area occupied.
- 5.15.1.4 Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR activities on the premises.
- 5.15.1.5 Upon termination of this Agreement, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by COUNTY,

other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.

5.15.1.6 Permit COUNTY staff to enter the area occupied at any time for the purpose of determining whether the CONTRACTOR's activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required of the COUNTY.

5.15.1.7 Conduct outreach activities at local Department of Public Social Services district offices. COUNTY shall provide to CONTRACTOR, a table, chair and access to a telephone, as needed, when conducting and/or assisting pregnant/teen parents during appointments/interviews with the teen's Eligibility Worker.

5.15.2 Alterations and Improvements to Facilities

5.15.2.1 CONTRACTOR shall make no alterations or improvements to the premises furnished, other than for the installation and placement therein of personal property required for said activities, without the prior written consent of COUNTY. Alterations or improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.

5.15.2.2 All personal property furnished by the CONTRACTOR, including personal property installed or placed on the premises, shall be removed by the Agreement's termination date. In the event of its failure to do so, title thereto shall vest in COUNTY. All alterations, additions, or betterments to the premises furnished by the CONTRACTOR shall remain the property of the COUNTY upon termination of this Agreement.

5.16 ADMINISTRATIVE TASKS

CONTRACTOR shall provide all administrative services necessary to perform the Agreement requirements specified in this agreement as follows:

5.16.1 CONTRACTOR shall ensure that a Contractor Employee Acknowledgement and Confidentiality Agreement, as illustrated in Attachment D, is signed and a copy is on file for each employee prior to his/her commencing work under this Agreement.

- 5.16.2 CONTRACTOR shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in CONTRACTOR's records.
- 5.16.3 CONTRACTOR shall revise internal procedures as required by COUNTY to comply with systems or regulation changes.
- 5.16.4 CONTRACTOR shall provide in-house staff training and maintain a log to ensure the following requirements are met. CONTRACTOR shall update training as necessary to ensure staff understanding of all current and updated regulations, laws, systems and procedures.
 - 5.16.4.1 All public contact staff must be consistently sensitive, understanding, and use sound judgment in recognizing the rights and needs of participants.
 - 5.16.4.2 Staff is trained in sensitivity to language and cultural differences, and will work with participants to address language and cultural barriers to education that participants may demonstrate.
 - 5.16.4.3 All line staff and supervisors understand and correctly apply all provisions of the COUNTY Cal-Learn Plan, State regulations and County Cal-Learn Policies and Procedures, COUNTY requirements, participants' civil rights requirements, confidentiality requirements and welfare fraud and child/elder abuse reporting requirements.
 - 5.16.4.3 Methods are employed to identify and mitigate in a timely manner problems experienced by staff in coping with job stress, workload pressures, and interaction with program participants.
- 5.16.5 CONTRACTOR shall create and maintain Cal-Learn case files. The use of manila folders will be sufficient for this purpose.
 - 5.16.5.1 A file shall be maintained for each Cal-Learn participant and shall include, but not be limited to:
 - 5.16.5.1.1 Cal-Learn Participant's Name and Address;
 - 5.16.5.1.2 CalWORKs Payee Name and Case Number;
 - 5.16.5.1.3 Copies of Notices;
 - 5.16.5.1.4 Case Plan;
 - 5.16.5.1.5 Report Cards and school progress reports, or contractor documentation;

- 5.16.5.1.6 Deferral, Exemption, Bonus, or Sanction Recommendations;
- 5.16.5.1.7 Documentation to substantiate cause recommendations, deferrals and all recommendations made to the GAIN Services Worker;
- 5.16.5.1.8 Service Referrals;
- 5.16.5.1.9 Complaints.

5.16.5.2 A security system shall be maintained to protect the confidentiality of the files.

5.16.5.3 CONTRACTOR shall retain files as required in Record Retention and Inspection, Section VI, Paragraph 47 of the Agreement.

5.16.6 Contract staff at each site shall be available to discuss participant's progress records with COUNTY, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except County-recognized holidays and County-approved Contractor holidays.

Contract Manager or designee shall attend meetings and provide participant progress records and other documentation as requested by COUNTY. COUNTY shall provide a minimum of five work days' notice of scheduled meetings and request for documentation/information.

5.16.7 CONTRACTOR shall maintain a supply of civil rights complaint form PA 607, which will be furnished by the COUNTY as needed during the life of the Agreement. CONTRACTOR shall complete the civil rights complaint form when a Cal-Learn participant has stated that his/her rights have been violated, even when the complaint has been resolved by Contractor. The forms are to be sent within three work days of the complaint with a copy to the CCA, to:

DPSS Civil Rights and Language Services Section
Civil Rights Program Manager
12860 Crossroads Parkway South
City of Industry, California 91746

5.16.8 CONTRACTOR shall be available to consult with COUNTY as needed, in the event compliance procedures are initiated. CONTRACTOR shall also provide records, documents and written statements for State hearing, compliance, and grievance processes when requested by COUNTY within five work days of a telephone call or written notice.

- 5.16.9 Annually or upon demand by COUNTY, CONTRACTOR shall conduct an inventory of all equipment purchased for this Agreement and a copy shall be sent to the CCA.

5.17 REPORTING TASKS

- 5.17.1 CONTRACTOR shall use data from GEARS reports to reconcile with its own records, where applicable. CONTRACTOR shall send to COUNTY, a monthly Ongoing Services Invoice addressed to the CCA. The invoice is due by the fifteenth calendar day of the month for the previous month. The monthly invoice shall be similar in form to the Technical Exhibit 6.3.
- 5.17.2 CONTRACTOR shall provide on a semi-annual basis:
- 5.17.2.1 Summaries of participant success stories, due the fifteenth of the month following the semi annual and annual period of the Agreement.
- 5.17.2.2 Narratives of types of services provided in-house and through CONTRACTOR's network of service providers, due the fifteenth of the month following the semi-annual and annual period of the Agreement.
- 5.17.3 CONTRACTOR shall complete and provide to the CCA other ad hoc reports as required by COUNTY.

5.18 PERFORMANCE OUTCOME MEASURES

- 5.18.1 CONTRACTOR shall abide by all standards and expectations contained in this Agreement. In addition, the Agreement includes four Performance Outcome Measures, as defined in Attachment A, Section 2.41 and their respective standards reflected as percentages as detailed in Attachment A, Sections 5.4.3, 5.7.1, 5.7.2, and 5.7.4.
- 5.18.2 In assessing financial bonuses and deductions, the following evaluation periods shall be used for the listed Performance Outcome Measures:
- 5.18.2.1 COUNTY shall evaluate CONTRACTOR performance based on orientation completion, report card submission and school enrollment rates during the six-month evaluation period of the Agreement.
- 5.18.2.2 COUNTY shall evaluate CONTRACTOR performance based on its graduation rate during the annual evaluation period of the Agreement.

- 5.18.3 During any of the aforementioned monitoring periods, should CONTRACTOR performance in all four listed performance outcome measures, for the monitoring period, exceed the standards by larger than the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may be eligible for a payment bonus of \$100 for each percentage point above the standard minus AQL in each of the performance outcome measures.
- 5.18.4 During any of the aforementioned monitoring periods, should CONTRACTOR performance in all four listed performance outcome measures, for the monitoring period, fall below the standards minus the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may receive a payment deduction of \$100 for each percentage point below the standard minus the AQL in each of the performance outcome measures.
- 5.18.5 Ceilings on bonuses and floors on deductions shall not exceed ten percent (10%) of CONTRACTOR's monthly payment issued during the performance outcome measures' evaluation period, as described in Agreement Part V, Paragraph 3.13. The highest monthly payment in the evaluation period ending August 2009 shall be used in making this assessment. Bonuses and deductions will be assessed one time during a contract year.
- 5.18.6 GEARS data shall be utilized in determining CONTRACTOR performance on performance outcome measures.
- 5.18.7 Should rates in any of the performance outcome measures exceed or fall below the standards, COUNTY at its discretion shall meet with CONTRACTOR to evaluate the appropriateness of the standards and/or methodology in arriving at the standard. COUNTY shall retain sole discretion in making a determination on the appropriateness of the standards based on CONTRACTOR input.
- 5.18.8 CONTRACTOR may request consideration to waive performance standards as discrepant. However, for the purposes of imposing bonuses or deductions, the evaluation periods shall follow the time frames noted above.
- 5.18.9 COUNTY shall provide to CONTRACTOR copies of all monitoring reports and appropriate supporting data, which may include data files that support CONTRACTOR performance rates. These will be provided on a monthly basis as well as cumulatively for the timeframe for each outcome measure. COUNTY reserves the right to determine the appropriateness of providing supporting information.

TECHNICAL EXHIBIT 6.0
PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1. INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Agreement. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

A listing of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Agreement and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Agreement and Statement of Work. In addition, the PRS is not meant to be a conclusive list of all monitored items. The COUNTY will monitor for the entire provisions in the Agreement. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Agreement, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis for penalties.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. The COUNTY will work with the CONTRACTOR to help resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

6.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart follows the PRS as Technical Exhibit 6.1 and provides the following:

- 6.2.1 Lists the Agreement requirements considered most critical to acceptable contract performance (Column 1 of chart).
- 6.2.2 Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

- 6.2.3 Defines the Standard of performance for each required service (Column 3 of chart).
- 6.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalty amounts and/or points (Column 4 of chart).
- 6.2.5 Shows the amount of unsatisfactory performance indicator amounts and/or points that may be assessed for exceeding the AQL (Column 6 of chart). These indicators may serve as the baseline for assessing liquidated damages.

6.3 QUALITY ASSURANCE

CONTRACTOR performance will be compared to the Agreement standards and acceptable quality levels (AQL's) using the COUNTY's Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

- 6.3.1 Review of Reports, Statistical Record and Files.
- 6.3.2 User Complaints.
- 6.3.3 Random Sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For random sample tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.
- 6.3.4 Site visits.

6.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

- 6.4.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (see Technical Exhibit 6.2) will be issued.
- 6.4.2 If a CDR is issued, it will be sent to the Contract Manager or alternate.

6.4.3 Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within 10 business days.

6.4.4 The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to deem it an unsatisfactory performance for the month.

6.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard, and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance;

Lot Size - the total number of units or services provided during the sample period;

Sample Size - The number of units to be checked for a given time period; and

Acceptance/Rejection Numbers - The numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often the CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

The *Unsatisfactory Performance Indicator (UPI)* penalty points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL

When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may require the service be properly performed prior to the next scheduled performance review.

6.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.7 UNSATISFACTORY PERFORMANCE REMEDIES

When CONTRACTOR performance does not conform with the requirements of this contract, the COUNTY shall have the right to apply the following non-performance remedies:

- 6.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 6.7.2 Assess penalty points for each Unsatisfactory Performance Indicator per month that exceeds the allowable AQL. Should the monthly total of penalty points exceed 50 in any given month, CONTRACTOR shall be required to meet with COUNTY and address specific plans to immediately rectify deficiencies. Provisions included in Agreement Section VIII, Paragraph 24.0, "COUNTY's Quality Assurance Plan" will apply to these occurrences.
- 6.7.3 Suspend or cancel the Agreement for systematic, deliberate misrepresentations. This does not preclude COUNTY's right to terminate the Agreement upon 30 days written notice with or without cause, as provided for in this Agreement Section VIII, Paragraph 53.0, *Termination for Convenience*, herein above.
- 6.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be offset against CONTRACTOR's future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 13.0 and 7.0.</u> - Complies with all laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities.	Notices posted. Instances of abuse reported.	Notices posted in CONTRACTOR facilities and easily accessible to employees. Instances of abuse reported timely.	0%	User complaint and/or on-site investigation. Review of records.	5 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Agreement Section VIII, 10.0 – Complaints & Attachment A, Section 4.7, Complaint Resolution Procedures and 4.8, Civil Rights Complaint Procedures.	Contractor has procedures in place to receive, investigate and respond to user complaints.	Submits, within 15 business days of contract effective date, policy on handling complaints. Provides updates to plans timely. Notifies CCA of status of investigations within 5 days of receiving complaints. Provides copies of responses to complaints within 3 business days. For civil rights complaints, completes the necessary civil rights complaint form and forwards it correctly and timely.	5%	On-site visits, user complaints or random sample.	5 points per incident in failing to report a complaint on a timely basis.
Agreement Section VIII, 15.0 - Confidentiality.	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of agreement in CONTRACTOR files. No unauthorized release of information.	0%	Random sample user complaint.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 17.0 - Consideration to Hire GAIN/GROW Participants.</u>	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer participants.	0%	Periodic review of records.	5 points for each failure to comply with CCA requests.
<u>Agreement Section 21.3 and Attachment A, Section 1.3.3.3, 4.1.1, 4.1.3, 4.1.4, and 4.1.5 - Personnel Qualifications</u>	Contractor Staffing Qualifications. Bilingual Certification Process.	CONTRACTOR staff posses the needed training, background and meet the APLP guidelines to provide Cal-Learn Case Management Services. CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s).	0%	On-site review of Contractor's records. On-site review of Contractor's records.	10 points per incident. 10 points per incident.
<u>Agreement Section VIII, 21.3 and Attachment A, Section 1.3.3.4 and 4.1.6 - Criminal Background Checks</u>	Criminal Background Checks.	Conduct criminal background checks to ensure CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.	0%	On-site review of Contractor's criminal clearance records.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Section 1.3 - Key CONTRACTOR Personnel.	Provide at contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0%	Notification by U.S. mail, e-mail, or telephone.	5 points per day for late notification.
Attachment A, Section 1.4 Quality Control Plan (QC).	Contractor provides QC Plan and any subsequent revisions upon CCA request. Contractor maintains QC review records and provides upon CCA request.	QC Plan received by CCA on Agreement start date. Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	0%	Review of plan and revised plans. Periodic review of records	5 points per day late. 1 point per item deficient. 5 points per incident.
Attachment A, Section 4.1.2 - Staffing Levels	Contractor Staffing Levels.	Maintains staffing levels as approved by DPSS. Obtains prior approval from DPSS should CONTRACTOR determine that provided services requires additional or fewer staff.	0%	Review of Contractor's budget and on-site review of Contractor's records.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Section 5.4 - Orientation of Cal-Learn Participants (outcomes)	Rate of newly enrolled Cal-Learn participants that have attended Cal-Learn Orientation..	At minimum, 70% of all newly enrolled participants complete Cal-Learn orientation. 1) Orientation shall be scheduled within twenty (20) workdays of enrollment; 2) CONTRACTOR is expected to meet a performance outcome for completion of orientation; 3) CONTRACTOR is responsible for contacting participants who do not attend the scheduled orientation.	5%	Semi-annual review of data on completion of orientation of all those scheduled for orientation.	\$100 deduction for each percentage point below 65%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 75%, subject to provisions in Attachment A, Section 5.18.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.5 – Case Management</u>	Case Plan and Cal-Learn Plan review	<p>CONTRACTOR shall develop a comprehensive case plan for each Cal-Learn participant within sixty (60) work days of the completed Cal-Learn orientation appointment.</p> <p>CONTRACTOR shall update the case plan at least once every quarter.</p> <p>CONTRACTOR shall monitor each Cal-Learn participant's progress monthly.</p>	5%	Random sampling of participant's records.	1 point for each percentage point in excess of the AQL.
<u>Attachment A, Section 5.6 – Supportive Services</u>	<p>Supportive services needs are evaluated and documented.</p> <p>Change in supportive services status reported to GSW within (5) five workdays.</p>	<p>CONTRACTOR shall evaluate unmet needs for child care, transportation, and other services needed to attend school full-time.</p> <p>CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures.</p>	3%	Site visits and review of randomly selected participant cases.	5 points per percentage point exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.7</u> - School Enrollment Rate	Rate of school enrollment for all teens that have completed Cal-Learn orientation.	CONTRACTOR is expected to meet a performance outcome for enrollment of high school or equivalent program. The minimum performance standard is 60% of all Cal-Learn participants enrolled who have completed orientation.	5%	Semi-annual review of data on school enrollment.	\$100 deduction for each percentage point below 55%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 65%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7</u> - Report Card Schedule - Submission Rate	Rate of report cards received for all Cal-Learn participants that are enrolled in school. The report card schedule shall be developed within thirty calendar days of the participant's Cal-Learn enrollment	CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled in high school or an equivalent program.	5%	Semi-annual review of data on report cards due and submitted.	\$100 deduction for each percentage point below 45% subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 55%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7</u> - High School Graduation Rate	Rate of high school completion for all Cal-Learn participants that have completed the 11 th grade and are enrolled in school.	At minimum, 50% of all Cal-Learn participants that are enrolled in a program, have completed the 11 th grade and have not been exited due to loss of CalWORKs eligibility.	10%	Annual review of data on high school completion	\$100 deduction for each percentage point below 40%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 60%, subject to provisions in Attachment A, Section 5.18.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.8 – Good Cause Determinations</u>	Good Cause Determinations	Cal-Learn participant requests Good Cause Determinations. CONTRACTOR reviews and provides a recommendation for a sanction, with supporting documentation to the GSW.	3%	User complaints or random sample.	5 points for exceeding AQL.
<u>Attachment A, Section 5.9 and 5.10 – Deferrals and Exemptions</u>	Deferrals and Exemptions	CONTRACTOR shall send a deferral recommendation and supporting documentation to the GSW for approval and review deferral when the deferral period expires, but not less often than every three (3) months. CONTRACTOR shall review exemptions when exemption period expires, but not less often than every six (6) months.	5%	Case Review, GEARS Screen, and GEARS Reports.	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.11 Referrals</u>	Referrals to the appropriate community services, and for Welfare Fraud Investigation and Child/Elder Abuse Investigation	<p>CONTRACTOR provides referrals to appropriate community services agencies to assist participants.</p> <p>CONTRACTOR shall initiate a fraud referral to GSW for suspected Welfare Fraud. Verbal report followed up with written report within three (3) work days of the initial report.</p>	0%	Random sample or user complaints.	5 points for exceeding AQL.
<u>Attachment A, Section 5.12 – Cal-Learn Exits</u>	Cal-Learn Exits	CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.13</u> <u>Inter-County</u> <u>Transfers (ICT)</u>	Inter-County Transfers	CONTRACTOR shall assign ICT cases to case managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties. CONTRACTOR shall forward CL 16 to County within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.14</u> <u>Inter-Agency</u> <u>Transfers</u>	Inter-Agency Transfers	CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.15</u> <u>Co-Location at</u> <u>County Sites</u>	Co-Location at County Sites	CONTRACTOR shall utilize County premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Lean services	0%	Site Visits	5 points per percentage point exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.16 Administrative Tasks</u>	Administrative Tasks	CONTRACTOR shall provide all administrative services necessary to perform the Agreement requirements specified in this Agreement	5%	On-Site review, user complaints or random sample.	1 point per incident of non-compliance.
<u>Section V, 3.0, Attachment A, 5.17 Reporting Tasks</u>	Timely Invoices and reports submitted	<p>CONTRACTOR shall submit an accurate monthly invoice by the 15th calendar day following the report month.</p> <p>CONTRACTOR shall provide by the fifteenth of the month following the semi-annual and annual period of the Agreement, summaries of participant success stories and narratives of the type of services provided</p> <p>CONTRACTOR shall submit ad hoc reports as required by the County.</p>	0%	Review of invoices and GEARS reports.	\$100 per each day late.

TECHNICAL EXHIBIT 6.2
CONTRACT DISCREPANCY REPORT

SAMPLE CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
 Returned by CONTRACTOR: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

 Signature of QAE/CCA Date _____

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

 Signature of Contract Manager Date _____

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

 Signature of QAE/CCA Date _____

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

 CCA's Signature and Date

 Contract Representative's Signature and Date

ATTACHMENT B
CONTRACTOR BUDGET AND EMPLOYEE BENEFITS

LINE ITEM BUDGET

PROJECT NAME: **PROJECT NATEEN**

CONTRACTOR: **CHILDRENS HOSPITAL LOS ANGELES**

CONTRACT PERIOD: **9/1/06-8/31/07**

FISCAL YEAR: **2006/2007**

CONTACT PERSON: **Priscilla Brown**

TELEPHONE NUMBER: **(323) 669-2353**

E-MAIL: **pbrown@chla.usc.edu**

ADMINISTRATIVE COSTS:

DIRECT COSTS

Administrative Staff:

Salaries	\$	172,357
Fringe Benefits	\$	39,642
Total	\$	211,999

Case Management:

Salaries	\$	201,133
Fringe Benefits	\$	46,261
Total	\$	247,393

Personnel Subtotal	\$	459,392
---------------------------	-----------	----------------

OPERATING COSTS

	<u>Monthly Cost</u>	<u>Cost for 12 Months</u>
Equipment	\$ -	\$ -
Supplies	240	\$ 2,880
Mileage (\$.41 per mile x estimated mileage)	279	\$ 3,346
Printing	42	\$ 500
Provider Training	81	\$ 975
Telephones	250	\$ 3,000
Other (must be itemized)		
Lease/Rental-Space	2,856	\$ 34,277
Utilities	717	\$ 8,604
Postage	42	\$ 500
Consultant	-	
Health Education	208	\$ 2,500
Guest Speakers	83	\$ 1,000
 Operating Costs - Subtotal	 \$4,798	 \$ 57,581

INDIRECT COSTS (List all appropriate)

(10% of Personnel Salaries *. See Personnel Schedule)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	10%	\$ 37,349
 Total Administrative Cost		 \$ 37,349

DIRECT SERVICES COSTS:

DIRECT SERVICES

	\$	-
--	----	---

Grand Total Contract Cost	\$	554,322
----------------------------------	-----------	----------------

Footnote:

* May not apply to agencies with an approved indirect cost rate proposal. The approved proposal letter should be attached to the budget.

All costs must be necessary, reasonable and justifiable. The costs should be prorated by the percentage of uses in serving CalWORKs participants if costs include other programs.

The budget should be accompanied with budget narrative.

PERSONNEL SCHEDULE

CONTRACTOR: PROJECT NATEEN
CONTRACT PERIOD: 9/1/06-8/31/07
FISCAL YEAR: 2006/2007

CONTACT PERSON: Priscilla Brown
TELEPHONE NUMBER: (323) 669-2353

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL COST FOR 12 MONTHS
Position Filled	Manager, NATEEN Program	1	\$ 5,589	50.0%	\$ 2,794.56	\$ 33,534.70
Position Filled	Clinical Social Worker II	1	\$ 5,191	50.0%	\$ 2,595.40	\$ 31,144.77
Position Filled	Clinical Social Worker II	1	\$ 5,191	40.0%	\$ 2,076.32	\$ 24,915.82
Position Filled	Case Manager	1	\$ 2,962	100.0%	\$ 2,962.33	\$ 35,547.92
Position Filled	Case Manager	1	\$ 2,817	100.0%	\$ 2,816.99	\$ 33,803.82
Position Filled	Case Manager	1	\$ 3,334	75.0%	\$ 2,500.30	\$ 30,003.62
Position Filled	Case Manager	1	\$ 2,847	100.0%	\$ 2,847.49	\$ 34,169.84
Position Filled	Case Manager	1	\$ 2,817	100.0%	\$ 2,816.99	\$ 33,803.82
Position Filled	Case Manager	1	\$ 2,817	100.0%	\$ 2,816.99	\$ 33,803.82
Position Filled	Clerk III	1	\$ 2,198	40.0%	\$ 879.19	\$ 10,550.23
Position Filled	Project Assistant I	1	\$ 2,765	100.0%	\$ 2,764.96	\$ 33,179.46
Position Filled	Project Assistant I	1	\$ 2,765	40.0%	\$ 1,105.98	\$ 13,271.78
Position Filled	Secretary III	1	\$ 3,578	60.0%	\$ 2,146.65	\$ 25,759.80
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Salaries:					\$ 31,124.12	\$ 373,489.40

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	ALL STAFF POSITIONS					(5)	TOTAL
Health Plan (3)	8.06%	\$30,103.25					\$30,103
Dental Plan							\$0
Retirement	2.71%	\$10,121.56					\$10,122
SUI	0.25%	\$933.72					\$934
Social Security	7.65%	\$28,571.94					\$28,572
Worker's Compensation	2.47%	\$9,225.19					\$9,225
Long-Term Disability							\$0
Other	1.86%	\$6,946.90					\$6,947
Sick Leave							\$0
Vacation							\$0
Life Insurance							\$0
Fringe Benefits per Classification							\$0
Fringe Benefit Subtotal	23.00%	\$85,902.56	\$0.00	\$0.00	\$0.00	\$0.00	\$85,903
Total # of Positions by Classification							
Total Fringe Benefits (4):		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,903

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Cal-Learn Budget Justification Narrative

CONTRACTOR: CHILDRENS HOSPITAL LOS ANGELES
CONTRACT PERIOD: 9/1/06-8/31/07
2006/2007

CONTACT PERSON: Priscilla Brown
(323) 669-2353
pbrown@chla.usc.edu

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits		<u>FTE</u>	<u>Total Cost</u>
<u>Case Management/Administrative Staff:</u>			
Program Manager:	Provides over-all supervision of all CAL LEARN staff and is responsible for full contract compliance and services	50.00%	\$ 33,535
Coordinator:	Provides day to day clinical and administrative supervision of case management and other CAL LEARN staff	90.00%	\$ 56,061
Case Managers:	Assures client receives services within a complex multi and trans-disciplinary system of care, based on AFLP standards	575.00%	\$ 201,133
Clerk III	Responsible for front office duties, greets and directs clients	40.00%	\$ 10,550
Data Entry Clerk/Project Assistant I:	Inputs all GEARS and Leader data; assists with program orientation; handles non-compliant cases; liaison between GSWs and Case Management staff	100.00%	\$ 33,179
Project Assistant I:	Responsible for front office duties, greets and directs clients, provides program outreach at community sites	40.00%	\$ 13,272
Secretary III:	Supervises all support staff; responsible for all Lodestar data input	60.00%	\$ 25,760
Total Personnel			\$373,489
<u>Fringe Benefits:</u>		<u>Percentage</u>	
Health Plan		8.06%	\$ 30,103
Retirement		2.71%	\$ 10,122
Social Security		7.65%	\$ 28,572
SUI		0.25%	\$ 934
Workers Compensation		2.47%	\$ 9,225
Other		1.9%	\$ 6,947
Total Fringe Benefits		23.00%	\$ 85,903
Total Personnel			\$459,392

OPERATING COSTS (1)		<u>Yearly Cost</u>
<u>Equipment:</u>		
Total Equipment		\$ -
<u>Supplies:</u>		\$ 2,880
	General office supplies needed to support program requirements (approx. \$240 per month)	
<u>Mileage:</u>		\$ 3,346
	Reimbursement for local travel to conduct home visits and attend community meetings and trainings (rate \$.41/mile)	
<u>Printing</u>		\$ 500
	Printing of fliers for special presentations, orientation (due to needed repeated attempts to contact teens) and other group activities; pamphlets and brochures on appropriate topics	
<u>Provider Training/Health Promo/Education:</u>		\$ 975
	Registration fees for local trainings and conferences regarding Health Education, standards for AFLP, staff development and other related topics (calculated based on \$100 per FTE)	
<u>Telephones:</u>		\$ 3,000
	Estimated phone usage based on prior year expense	
<u>Rent/Depreciation/Building Interest:</u>		\$ 34,277
Rent:	Lease payment for site at 4610 Hollywood Blvd. (based on 50% of total lease amount), less unfunded portion	
Depreciation:	None	
Interest:	None	
<u>Utilities:</u>		\$ 3,600
	Estimate for monthly gas, electric and water bills for leased site, based on prior year expense	
<u>Facility Repair/Maintenance:</u>		\$ -
<u>Other:</u>		\$ 500
Postage:	Mailings to NATEEN clients regarding program activities	
Consultant	Provides team building and staff development trainings	\$ -
Health Education	Health education materials for clients: videos, booklets, brochures	\$ 2,500
Client Support	Items for emergencies and other client needs: such as diapers, formula, clothing for participants' infants, strollers, breast pumps, car seats, etc.	\$ 2,000
Guest Speakers	Funding for group activities and other programs associated with the Cal-Learn Program, such as parenting groups, presentations by specialists, educational fair, pamphlets, and fliers.	\$ 1,000
Graduation Ceremony	Funding for graduation ceremony	\$ 3,000
Operating Costs - Subtotal		\$ 9,000
INDIRECT COSTS (List all appropriate)		\$ 37,349
Calculated at 10% of Personnel Salaries		

Grand Total Contract Cost **\$554,318**

LINE ITEM BUDGET

PROJECT NAME: PROJECT NATEEN

CONTRACTOR: CHILDRENS HOSPITAL LOS ANGELES

CONTRACT PERIOD: 9/1/07-8/31/08

FISCAL YEAR: 2007/2008

CONTACT PERSON:

TELEPHONE NUMBER:

E-MAIL:

Priscilla Brown

(323) 669-2353

pbrown@chla.usc.edu

ADMINISTRATIVE COSTS:

DIRECT COSTS

Administrative Staff:

Salaries	\$	177,527
Fringe Benefits	\$	40,831
Total	\$	218,359

Case Management:

Salaries	\$	214,378
Fringe Benefits	\$	49,307
Total	\$	263,685

Personnel Subtotal	\$	482,043
---------------------------	-----------	----------------

OPERATING COSTS

	<u>Monthly Cost</u>	<u>Cost for 12 Months</u>
Equipment	\$ -	\$ -
Supplies	259	\$ 3,104
Mileage (\$.41 per mile x estimated mileage)	279	\$ 3,346
Printing	42	\$ 500
Provider Training	81	\$ 975
Telephones	263	\$ 3,150
Other (must be itemized)		
Lease/Rental-Space	3,785	\$ 45,421
Utilities	717	\$ 8,604
Postage	42	\$ 500
Consultant	-	
Health Education	217	\$ 2,600
Guest Speakers	83	\$ 1,000
 Operating Costs - Subtotal	 \$5,767	 \$ 69,200

INDIRECT COSTS (List all appropriate)

(10% of Personnel Salaries *. See Personnel Schedule)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	10%	\$ 39,190
 Total Administrative Cost		 \$ 39,190

DIRECT SERVICES COSTS:

DIRECT SERVICES

\$ -

Grand Total Contract Cost	\$	590,433
----------------------------------	-----------	----------------

Footnote:

* May not apply to agencies with an approved indirect cost rate proposal. The approved proposal letter should be attached to the budget.

All costs must be necessary, reasonable and justifiable. The costs should be prorated by the percentage of uses in serving CalWORKs participants if costs include other programs.

The budget should be accompanied with budget narrative.

PERSONNEL SCHEDULE

CONTRACTOR: PROJECT NATEEN
 CONTRACT PERIOD: 9/1/07-8/31/08
 FISCAL YEAR: 2007/2008

CONTACT PERSON: Priscilla Brown
 TELEPHONE NUMBER: (323) 669-2353

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL COST FOR 12 MONTHS
					\$ -	\$ -
Position Filled	Manager, NATEEN Program	1	\$ 5,757	50.0%	\$ 2,878.40	\$ 34,540.74
Position Filled	Clinical Social Worker II	1	\$ 5,347	50.0%	\$ 2,673.26	\$ 32,079.11
Position Filled	Clinical Social Worker II	1	\$ 5,347	40.0%	\$ 2,138.61	\$ 25,663.29
Position Filled	Case Manager	1	\$ 3,051	100.0%	\$ 3,051.20	\$ 36,614.36
Position Filled	Case Manager	1	\$ 2,901	100.0%	\$ 2,901.49	\$ 34,817.93
Position Filled	Case Manager	1	\$ 3,434	92.5%	\$ 3,176.22	\$ 38,114.59
Position Filled	Case Manager	1	\$ 2,933	100.0%	\$ 2,932.91	\$ 35,194.94
Position Filled	Case Manager	1	\$ 2,901	100.0%	\$ 2,901.49	\$ 34,817.93
Position Filled	Case Manager	1	\$ 2,901	100.0%	\$ 2,901.49	\$ 34,817.93
Position Filled	Clerk III	1	\$ 2,264	40.0%	\$ 905.56	\$ 10,866.74
Position Filled	Project Assistant I	1	\$ 2,848	100.0%	\$ 2,847.90	\$ 34,174.84
Position Filled	Project Assistant I	1	\$ 2,848	40.0%	\$ 1,139.16	\$ 13,669.94
Position Filled	Secretary III	1	\$ 3,685	60.0%	\$ 2,211.05	\$ 26,532.59
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Salaries:					\$ 32,658.75	\$ 391,904.95

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	ALL STAFF POSITIONS					(5)	TOTAL
Health Plan (3)	8.06%	\$31,587.54					\$31,588
Dental Plan							\$0
Retirement	2.71%	\$10,620.62					\$10,621
SUI	0.25%	\$979.76					\$980
Social Security	7.65%	\$29,980.73					\$29,981
Worker's Compensation	2.47%	\$9,680.05					\$9,680
Long-Term Disability							\$0
Other	1.86%	\$7,289.43					\$7,289
Sick Leave							\$0
Vacation							\$0
Life Insurance							\$0
Fringe Benefits per Classification							\$0
Fringe Benefit Subtotal	23.00%	\$90,138.14	\$0.00	\$0.00	\$0.00	\$0.00	\$90,138
Total # of Positions by Classification							
Total Fringe Benefits (4):		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,138

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Cal-Learn Budget Justification Narrative

CONTRACTOR: CHILDRENS HOSPITAL LOS ANGELES
CONTRACT PERIOD: 9/1/07-8/31/08
2007/2008

CONTACT PERSON: **Priscilla Brown**
(323) 669-2353
pbrown@chla.usc.edu

ADMINISTRATIVE COSTS:

DIRECT COSTS

		<u>FTE</u>	<u>Total Cost</u>
Salaries & Benefits			
<u>Case Management/Administrative Staff:</u>			
Program Manager:	Provides over-all supervision of all CAL LEARN staff and is responsible for full contract compliance and services	50.00%	\$ 34,541
Coordinator:	Provides day to day clinical and administrative supervision of case management and other CAL LEARN staff	90.00%	\$ 57,742
Case Managers:	Assures client receives services within a complex multi and trans-disciplinary system of care, based on AFLP standards	575.00%	\$ 214,378
Clerk III	Responsible for front office duties, greets and directs clients	40.00%	\$ 10,867
Data Entry Clerk/Project Assistant I:	Inputs all GEARS and Leader data; assists with program orientation; handles non-compliant cases; liaison between GSWs and Case Management staff	100.00%	\$ 34,175
Project Assistant I:	Responsible for front office duties, greets and directs clients, provides program outreach at community sites	40.00%	\$ 13,670
Secretary III:	Supervises all support staff; responsible for all Lodestar data input	60.00%	\$ 26,533
Total Personnel			\$391,905
<u>Fringe Benefits:</u>		<u>Percentage</u>	
Health Plan		8.06%	\$ 31,588
Retirement		2.71%	\$ 10,621
Social Security		7.65%	\$ 29,981
SUI		0.25%	\$ 980
Workers Compensation		2.47%	\$ 9,680
Other		1.9%	\$ 7,289
Total Fringe Benefits		23.00%	\$ 90,138
Total Personnel			\$482,043

OPERATING COSTS (1)		<u>Yearly Cost</u>
<u>Equipment:</u>		
Total Equipment		\$ -
<u>Supplies:</u>		\$ 3,104
	General office supplies needed to support program requirements (approx. \$259 per month)	
<u>Mileage:</u>		\$ 3,346
	Reimbursement for local travel to conduct home visits and attend community meetings and trainings (rate \$.41/mile)	
<u>Printing</u>		\$ 500
	Printing of fliers for special presentations, orientation (due to needed repeated attempts to contact teens) and other group activities; pamphlets and brochures on appropriate topics	
<u>Provider Training/Health Promo/Education:</u>		\$ 975
	Registration fees for local trainings and conferences regarding Health Education, standards for AFLP, staff development and other related topics (calculated based on \$100 per FTE)	
<u>Telephones:</u>		\$ 3,150
	Estimated phone usage based on prior year expense	
<u>Rent/Depreciation/Building Interest:</u>		
Rent:	Lease payment for site at 4610 Hollywood Blvd. (based on 50% of total lease amount), less unfunded portion	\$ 45,421
Depreciation:	None	
Interest:	None	
<u>Utilities:</u>		\$ 3,780
	Estimate for monthly gas, electric and water bills for leased site, based on prior year expense	
<u>Facility Repair/Maintenance:</u>		\$ -
<u>Other:</u>		
Postage:	Mailings to NATEEN clients regarding program activities	\$ 500
Consultant	Provides team building and staff development trainings	\$ -
Health Education	Health education materials for clients: videos, booklets, brochures	\$ 2,600
Client Support	Items for emergencies and other client needs: such as diapers, formula, clothing for participants' infants, strollers, breast pumps, car seats, etc.	\$ 2,000
Guest Speakers	Funding for group activities and other programs associated with the Cal-Learn Program, such as parenting groups, presentations by specialists, educational fair, pamphlets, and fliers.	\$ 1,000
Graduation Ceremony	Funding for graduation ceremony	\$ 3,000
		\$ 9,100
Operating Costs - Subtotal		\$69,376
INDIRECT COSTS (List all appropriate)		\$ 39,190
Calculated at 10% of Personnel Salaries		
Grand Total Contract Cost		<u>\$590,609</u>

LINE ITEM BUDGET

PROJECT NAME: PROJECT NATEEN

CONTRACTOR: CHILDRENS HOSPITAL LOS ANGELES
 CONTRACT PERIOD: 9/1/08-8/31/09
 FISCAL YEAR: 2008/2009

CONTACT PERSON: Priscilla Brown
 TELEPHONE NUMBER: (323) 669-2353
 E-MAIL: pbrown@chla.usc.edu

ADMINISTRATIVE COSTS:

DIRECT COSTS

Administrative Staff:

Salaries	\$	182,853
Fringe Benefits	\$	42,056
Total	\$	224,909

Case Management:

Salaries	\$	223,992
Fringe Benefits	\$	51,518
Total	\$	275,510

Personnel Subtotal	\$	500,420
---------------------------	-----------	----------------

OPERATING COSTS

	<u>Monthly Cost</u>	<u>Cost for 12 Months</u>
Equipment	\$ -	\$ -
Supplies	277	\$ 3,329
Mileage (\$.41 per mile x estimated mileage)	279	\$ 3,346
Printing	42	\$ 500
Provider Training	81	\$ 975
Telephones	276	\$ 3,308
Other (must be itemized)		
Lease/Rental-Space	4,382	\$ 52,590
Utilities	717	\$ 8,604
Postage	42	\$ 500
Consultant	-	
Health Education	233	\$ 2,800
Guest Speakers	83	\$ 1,000
 Operating Costs - Subtotal	 \$6,413	 \$ 76,951

INDIRECT COSTS (List all appropriate)

(10% of Personnel Salaries *. See Personnel Schedule)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	10%	\$ 40,685
 Total Administrative Cost		 \$ 40,685

DIRECT SERVICES COSTS:

DIRECT SERVICES	\$	-
------------------------	-----------	----------

Grand Total Contract Cost	\$	618,055
----------------------------------	-----------	----------------

Footnote:

- * May not apply to agencies with an approved indirect cost rate proposal. The approved proposal letter should be attached to the budget.
- All costs must be necessary, reasonable and justifiable. The costs should be prorated by the percentage of uses in serving CalWORKs participants if costs include other programs.
- The budget should be accompanied with budget narrative.

PERSONNEL SCHEDULE

CONTRACTOR: PROJECT NATEEN
 CONTRACT PERIOD: 9/1/08-8/31/09
 FISCAL YEAR: 2008/2009

CONTACT PERSON: Priscilla Brown
 TELEPHONE NUMBER: (323) 669-2353

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL COST FOR 12 MONTHS
Position Filled	Manager, NATEEN Program	1	\$ 5,929	50.0%	\$ 2,964.75	\$ 35,576.96
Position Filled	Clinical Social Worker II	1	\$ 5,507	50.0%	\$ 2,753.46	\$ 33,041.49
Position Filled	Clinical Social Worker II	1	\$ 5,507	40.0%	\$ 2,202.77	\$ 26,433.19
Position Filled	Case Manager	1	\$ 3,143	100.0%	\$ 3,142.73	\$ 37,712.79
Position Filled	Case Manager	1	\$ 2,989	100.0%	\$ 2,988.54	\$ 35,862.47
Position Filled	Case Manager	1	\$ 3,537	100.0%	\$ 3,536.76	\$ 42,441.11
Position Filled	Case Manager	1	\$ 3,021	100.0%	\$ 3,020.90	\$ 36,250.78
Position Filled	Case Manager	1	\$ 2,989	100.0%	\$ 2,988.54	\$ 35,862.47
Position Filled	Case Manager	1	\$ 2,989	100.0%	\$ 2,988.54	\$ 35,862.47
Position Filled	Clerk III	1	\$ 2,332	40.0%	\$ 932.73	\$ 11,192.74
Position Filled	Project Assistant I	1	\$ 2,933	100.0%	\$ 2,933.34	\$ 35,200.09
Position Filled	Project Assistant I	1	\$ 2,933	40.0%	\$ 1,173.34	\$ 14,080.04
Position Filled	Secretary III	1	\$ 3,796	60.0%	\$ 2,277.38	\$ 27,328.57
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Salaries:					\$ 33,903.76	\$ 406,845.18

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	ALL STAFF POSITIONS					(5)	TOTAL
Health Plan (3)	8.06%	\$32,791.72					\$32,792
Dental Plan							\$0
Retirement	2.71%	\$11,025.50					\$11,026
SUI	0.25%	\$1,017.11					\$1,017
Social Security	7.65%	\$31,123.66					\$31,124
Worker's Compensation	2.47%	\$10,049.08					\$10,049
Long-Term Disability							\$0
Other	1.86%	\$7,567.32					\$7,567
Sick Leave							\$0
Vacation							\$0
Life Insurance							\$0
Fringe Benefits per Classification							\$0
Fringe Benefit Subtotal	23.00%	\$93,574.39	\$0.00	\$0.00	\$0.00	\$0.00	\$93,574
Total # of Positions by Classification							
Total Fringe Benefits (4):		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93,574

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Cal-Learn Budget Justification Narrative

CONTRACTOR: CHILDRENS HOSPITAL LOS ANGELES
CONTRACT PERIOD: 9/1/08-8/31/09
2008/2009

CONTACT PERSON: **Priscilla Brown**
(323) 669-2353
pbrown@chla.usc.edu

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits		<u>FTE</u>	<u>Total Cost</u>
<u>Case Management/Administrative Staff:</u>			
Program Manager:	Provides over-all supervision of all CAL LEARN staff and is responsible for full contract compliance and services	50.00%	\$ 35,577
Coordinator:	Provides day to day clinical and administrative supervision of case management and other CAL LEARN staff	90.00%	\$ 59,475
Case Managers:	Assures client receives services within a complex multi and trans-disciplinary system of care, based on AFLP standards	575.00%	\$ 223,992
Clerk III	Responsible for front office duties, greets and directs clients	40.00%	\$ 11,193
Data Entry Clerk/Project Assistant I:	Inputs all GEARS and Leader data; assists with program orientation; handles non-compliant cases; liaison between GSWs and Case Management staff	100.00%	\$ 35,200
Project Assistant I:	Responsible for front office duties, greets and directs clients, provides program outreach at community sites	40.00%	\$ 14,080
Secretary III:	Supervises all support staff; responsible for all Lodestar data input	60.00%	\$ 27,329
Total Personnel			\$406,845
<u>Fringe Benefits:</u>		<u>Percentage</u>	
Health Plan		8.06%	\$ 32,792
Retirement		2.71%	\$ 11,026
Social Security		7.65%	\$ 31,124
SUI		0.25%	\$ 1,017
Workers Compensation		2.47%	\$ 10,049
Other		1.9%	\$ 7,567
Total Fringe Benefits		23.00%	\$ 93,574
Total Personnel			\$500,420

OPERATING COSTS (1)		<u>Yearly Cost</u>
<u>Equipment:</u>		
Total Equipment		\$ -
<u>Supplies:</u>		\$ 3,329
	General office supplies needed to support program requirements (approx. \$277 per month)	
<u>Mileage:</u>		\$ 3,346
	Reimbursement for local travel to conduct home visits and attend community meetings and trainings (rate \$.41/mile)	
<u>Printing</u>		\$ 500
	Printing of fliers for special presentations, orientation (due to needed repeated attempts to contact teens) and other group activities; pamphlets and brochures on appropriate topics	
<u>Provider Training/Health Promo/Education:</u>		\$ 975
	Registration fees for local trainings and conferences regarding Health Education, standards for AFLP, staff development and other related topics (calculated based on \$100 per FTE)	
<u>Telephones:</u>		\$ 3,308
	Estimated phone usage based on prior year expense	
<u>Rent/Depreciation/Building Interest:</u>		
Rent:	Lease payment for site at 4610 Hollywood Blvd. (based on 50% of total lease amount), less unfunded portion	\$ 52,590
Depreciation:	None	
Interest:	None	
<u>Utilities:</u>		\$ 3,969
	Estimate for monthly gas, electric and water bills for leased site, based on prior year expense	
<u>Facility Repair/Maintenance:</u>		\$ -
<u>Other:</u>		
Postage:	Mailings to NATEEN clients regarding program activities	\$ 500
Consultant	Provides team building and staff development trainings	\$ -
Health Education	Health education materials for clients: videos, booklets, brochures	\$ 2,800
Client Support	Items for emergencies and other client needs: such as diapers, formula, clothing for participants' infants, strollers, breast pumps, car seats, etc.	\$ 2,000
Guest Speakers	Funding for group activities and other programs associated with the Cal-Learn Program, such as parenting groups, presentations by specialists, educational fair, pamphlets, and fliers.	\$ 1,000
Graduation Ceremony	Funding for graduation ceremony	\$ 3,000
Operating Costs - Subtotal		\$ 9,300
INDIRECT COSTS (List all appropriate)		\$ 40,685
Calculated at 10% of Personnel Salaries		
Grand Total Contract Cost		<u>\$618,420</u>

ATTACHMENT C
SAMPLE MONTHLY INVOICE FORMAT

SAMPLE MONTHLY INVOICE FORMAT
CAL-LEARN CASE MANAGEMENT ONGOING SERVICES INVOICE

I. Current Billing Month and Year:	Invoice Date:
Contractor's Social Security or Taxpayer No.:	Contract No.:
Contractor's Name:	Telephone No.:
Contractor's Address:	
II. Payment requested for Service Month of: _____ Month/Year	\$ _____
III. Cal-Learn participants served during the Service Month	
A. Number of Cal-Learn participants enrolled at the end of last month.	= _____
B. Number of Cal-Learn participants newly enrolled during the service month.	+ _____
C. Number of Incoming Interagency Transfers in the service month.	+ _____
D. Number of Cal-Learn participants transferred to other Contractor in the service month.	- _____
E. Number of Cal-Learn participants exiting Cal-Learn in the month immediately preceding the service month.	- _____
F. Number of Cal-Learn participants exempted at the end of the month immediately preceding the service month.	- _____
G. Total number of Cal-Learn participants served this month (A+B+C-D-E-F=G).	= _____
H. Fixed Fee for cases served (\$205.86 X G=H).	= _____
IV. Invoiced Amount Requested	
A. Performance Penalty Deduction (If applicable).	- _____
B. Miscellaneous Expenses (Specify) _____	- _____
C. Amount Requested For Payment:	= _____
V. Advance Payment Requested Note: Advance Payment Request may be made on 9/06, 7/07, and 7/08 for two months of services, except for 7/09. Advance payment for only one month may be requested.	
A. Estimated Caseload _____ x _____ 2 _____ Months	= _____
Fixed Fee for cases served (\$205.86 X VA)	\$ _____
B. (Total Amount Requesting in Advance)	
VI. Adjustments For Previously Advanced Funds	
A. Amount Requested For Payment (See Current Month Request. Section IV. C Above)	\$ _____
B. Minus one-third of the original advanced funded amount (See Section V. B- Amount to be Reimbursed To County)	- _____
C. Amount Requested For Payment	\$ _____
D. Fiscal Year Cumulative of Advance Reimbursements _____ Month	\$ _____
E. Remaining Balance To Be Reimbursed	\$ _____
F. Total Authorized Advance Funds For Fiscal Year	
_____ CONTRACTOR'S AUTHORIZING SIGNATURE	_____ DATE SIGNED
_____ COUNTY CONTRACT ADMINISTRATOR'S APPROVAL	_____ DATE SIGNED

ATTACHMENT D
COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

ATTACHMENT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S

NAME: _____

CONTRACT NO: _____

CONTRACTOR'S MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

ATTACHMENT F

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

ATTACHMENT G

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(CONTINUED)**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT H

INVITATION FOR BID/REQUEST FOR PROPOSALS/GROUNDS FOR REJECTION

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

Los Angeles COUNTY Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of services to be performed by the CONTRACTOR, or (2) participated in any way in developing the Agreement or its service specification; and
- (4) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Agreement do not fall within scope of Code Section 2.180.010 as outlined above.

Sylvester "Sac" Carreathers, Administrative Director

Typed Name and Title of Signer

Signature

Date

ATTACHMENT I

BIDDER'S/OFFEROR'S EEO CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATION

Childrens Hospital Los Angeles
 Bidder's/Offeror's Name

P. O. Box 27980 Mailstop #112, Los Angeles, California 90027-0980
 Address

95-1690977
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- | | | (circle one) | |
|----|--|---------------------|----|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. | The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. | The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. | Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Sylvester "Sac" Carreathers, Administrative Director
 Name and Title of Signer

Signature

Date

ATTACHMENT J

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES
CERTIFICATION**

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Childrens Hospital Los Angeles

Bidder's/Offeror's Name

P.O. Box 27980, Mailstop #112, Los Angeles, California 90027-0980

Address

95-1690977

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION**(circle one)**

- | | | | |
|----|---|-----|----|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. | The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Sylvester "Sac" Carreathers, Administrative Director

Name and Title of Signer

Signature

Date

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts “CT” Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.	()	()
--	-----	-----

Signature

Date

Name and Title (please type or print)

ATTACHMENT L

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS

FOR

CONTRACTORS/VENDORS

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR CONTRACTORS/VENDORS**

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services, Region IX, placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which include but are not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT M
FEDERAL EARNED INCOME TAX CREDIT NOTICE

ATTACHMENT N
SAFELY SURRENDERED BABY LAW - FACT SHEET

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CAL-LEARN CASE MANAGEMENT AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND EL NIDO FAMILY CENTERS

**Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411**

SEPTEMBER 2006

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
	RECITALS.....	1
I.	APPLICABLE DOCUMENTS.....	1
II.	TERM OF AGREEMENT.....	2
III.	INTERPRETATION	3
IV.	CONTRACT RATES.....	4
V.	INVOICING AND PAYMENT.....	5
VI.	ADMINISTRATION OF CONTRACT – COUNTY.....	9
VII.	ADMINISTRATION OF CONTRACT – CONTRACTOR	9
VIII.	FURTHER TERMS AND CONDITIONS	12
	1.0 Assignment and Delegation	12
	2.0 Audit Settlement.....	12
	3.0 Authorization Warranty.....	13
	4.0 Budget Reductions.....	13
	5.0 Changes and Amendments of Terms.....	13
	6.0 Charitable Activities Compliance.....	15
	7.0 Child Abuse/Elder Abuse Reporting/Fraud Reporting	15
	8.0 Civil Rights	15
	9.0 Collective Bargaining Contract.....	16
	10.0 Complaints	16
	11.0 Completion of Contract	17
	12.0 Compliance with Jury Service Program	17
	13.0 Compliance with Laws	19
	14.0 Compliance with Wage and Hour Laws/Fair Labor Standards Act.....	20
	15.0 Confidentiality.....	20
	16.0 Conflict of Interest/Contract Prohibited.....	20
	17.0 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment.....	21
	18.0 Consideration of Hiring COUNTY Employees Targeted for Layoff	22
	19.0 CONTRACTOR Responsibility and Debarment	22
	20.0 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law	24
	21.0 CONTRACTOR's Employees.....	24
	22.0 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program	25

<u>Title</u>	<u>Page</u>
23.0 COUNTY Lobbyists.....	26
24.0 COUNTY's Quality Assurance Plan	26
25.0 Covenant Against Fees.....	26
26.0 Disclosure of Information	27
27.0 Disputes	27
28.0 Employment Eligibility Verification.....	27
29.0 Employee Safety	28
30.0 Fiscal Accountability.....	28
31.0 Force Majeure	28
32.0 Governing Law and Venue.....	28
33.0 Government Observations	29
34.0 Indemnification	29
35.0 Independent CONTRACTOR Status.....	29
36.0 Insurance Coverage Requirements.....	30
37.0 General Insurance Requirements	31
38.0 Liquidated Damages	33
39.0 Most Favored Public Entity	35
40.0 Nondiscrimination and Affirmative Action.....	35
41.0 Notices	36
42.0 Notice to Employees Regarding the Federal Tax Earned Income Credit	38
43.0 Notice To Employees Regarding the Safely Surrendered Baby Law	38
44.0 Ownership of Data/Equipment	38
45.0 Proprietary Rights	38
46.0 Records	39
47.0 Records Retention and Inspection	39
48.0 Recycled Bond Paper	41
49.0 Removal of Unsatisfactory Personnel	42
50.0 Rules and Regulations	42
51.0 Subcontracting	42
52.0 Termination for Breach of Warranty to Maintain Compliance With COUNTY's Child Support Compliance Program.....	44
53.0 Termination for Convenience	44
54.0 Termination for Default of the CONTRACTOR.....	45
55.0 Termination for Improper Consideration.....	47
56.0 Termination for Insolvency	47
57.0 Termination for Non-Appropriation of Funds	48
58.0 Timely Completion	48
59.0 Validity	48
60.0 Verbal Discussions.....	48
61.0 Waiver.....	49
62.0 Warranty	49
63.0 Non Exclusivity.....	49
Signatures	50

Page

Attachment A - Statement of Work and Technical Exhibits.....	51
Attachment B - Contractor Budget and Employee Benefits	106
Attachment C - Sample Monthly Invoice Format.....	111
Attachment D - COUNTY's Administration.....	113
Attachment E - CONTRACTOR's Administration.....	115
Attachment F - CONTRACTOR Employee Jury Service	117
Attachment G - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement.....	121
Attachment H - Invitation for Bid/Request for Proposals/Grounds for Rejection.....	124
Attachment I - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification	126
Attachment J - Bidder's/Offeror's Nondiscrimination in Services Certification	128
Attachment K - Charitable Contributions Certification	130
Attachment L - Civil Rights Resolution Agreement Requirements for Contractors/Vendors.....	132
Attachment M - Federal Earned Income Tax Credit	134
Attachment N - Safely Surrendered Baby Law Fact Sheet	135

**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
EL NIDO FAMILY CENTERS**

This Cal-Learn Case Management Agreement, hereinafter referred to as "Agreement" is made and entered into this _____ day of _____ 2006, by and between the County of Los Angeles, hereinafter referred to as the COUNTY, and El Nido Family Centers, hereinafter referred to as the CONTRACTOR. CONTRACTOR is located at 10200 Sepulveda Boulevard, Suite 350, Mission Hills, California 91345.

WHEREAS, COUNTY is authorized to provide these services under California's Welfare and Institutions Code, Section 11331 through 11334, and California Department of Social Services' (CDSS) Manual of Policies and Procedures (MPP), Chapter 42-762 through 42-769, and the COUNTY's Cal-Learn Plan; and

WHEREAS, COUNTY is required to contract for these services under California's Welfare and Institutions Code, Section 11333, and California Department of Social Services' (CDSS) Manual of Policies and Procedures (MPP), Chapter 42-766; and

WHEREAS, CONTRACTOR is a public/private nonprofit agency, is qualified to provide Cal-Learn Case Management Services as set forth hereunder, warrants that it possesses the competence, expertise and personnel necessary to provide such services, and complies with the California Department of Health Services' Adolescent Family Life Planning (AFLP) standards; and

WHEREAS, COUNTY has determined that it is more feasible to obtain such services by this Agreement and CONTRACTOR has been selected for recommendation for award of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

- 1.0** Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, and N as set forth below, are attached to and form a part of this Agreement.
- 2.0** In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

- Attachment A - Statement of Work and Technical Exhibits
- Attachment B - Contractor Budget and Employee Benefits
- Attachment C - Sample Monthly Invoice Format
- Attachment D - COUNTY's Administration
- Attachment E - CONTRACTOR's Administration
- Attachment F - CONTRACTOR's Employee Jury Service
- Attachment G - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- Attachment H - Invitation for Bid/Request for Proposals/Grounds for Rejection
- Attachment I - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- Attachment J - Bidder's/Offeror's Nondiscrimination in Services Certification
- Attachment K - Charitable Contributions Certification
- Attachment L - Civil Rights Resolution Agreement Requirements Contractor/Vendors
- Attachment M - Federal Earned Income Tax Credit Notice
- Attachment N - Safely Surrendered Baby Law Fact Sheet

- 3.0** This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

- 1.0** Subject to the termination provisions set forth herein, the term of this Agreement shall commence on September 1, 2006, or the day after Board of Supervisor's approval, whichever is later, and shall continue through August 31, 2009.
- 1.1** CONTRACTOR shall notify the Department of Public Social Services when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the Department of Public Social Services at the address herein provided in Section V, Invoicing and Payment, Paragraph 4.0, hereunder.
- 2.0** Subject to the COUNTY's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, or breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, the CONTRACTOR shall, upon receipt of notice of termination:

- 2.1** Immediately eliminate all new costs and expenses under this Agreement. In addition, the CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. The CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
- 2.2** Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 3.0** Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for services. CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 2.1 and 2.2 above.

III. INTERPRETATION

The COUNTY Department of Public Social Services is responsible for providing social services and financial assistance to eligible persons in Los Angeles County. The Agreement shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.0 Board of Supervisors

The Board of Supervisors is the governing body of the County of Los Angeles. The Board enacts ordinances and establishes specific regulations for the administration of County departments and special districts. The Board also sets salaries and adopts the final County budget on or before August 1 each year.

2.0 Contract Manager

The individual designated by the CONTRACTOR to administer the Agreement operations after Agreement award.

3.0 Contractor

The Adolescent Family Life Program (AFLP), which has entered into an Agreement with the COUNTY to perform or execute the work covered by the specifications outlined in Section 5.0, Statement of Work.

4.0 COUNTY Contract Administrator (CCA)

The individual designated by the COUNTY who monitors the CONTRACTOR's performance in the daily operation of the Agreement. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

5.0 Department of Public Social Services (DPSS)

Provides cash assistance, benefits and/or social services to needy individuals and families who meet various specific program requirements. Provides services to residents in need of financial assistance to meet their basic needs for food, housing, child care, in-home care and/or medical assistance. In addition, able-bodied adults are provided a variety of services to help them become employed and achieve economic self-sufficiency as quickly as possible. Programs include CalWORKs (formerly AFDC), L.A. GAIN employment services, Cal-Learn for Teen Parents, In-Home Supportive Services, Food Stamps, Medi-Cal, and General Relief. Also, free personnel recruitment services are available to local businesses.

6.0 Director

The Department Head of Department of Public Social Services (DPSS), COUNTY of Los Angeles, or his/her authorized representative(s).

7.0 Fiscal Year (FY)

COUNTY Fiscal Year, which commences on July 1st and ends the following June 30th.

IV. CONTRACT RATES

1.0 Notwithstanding any other provision of this Agreement, COUNTY shall not be liable in any event for payment of services provided pursuant to this Agreement in excess of the firm-fixed rate of \$205.86 per Cal-Learn participant enrolled in the CONTRACTOR's Cal-Learn program during the service month, as defined in Part V., Invoicing and Payment, hereunder.

1.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties,

responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 1.2 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

- 2.0 Cost of Living Adjustment (COLA) - The Agreement amount may be adjusted annually, at the County's sole discretion, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, the Cost of Living Adjustment will not be granted.

V. INVOICING AND PAYMENT

1.0 Invoice for Service Month

CONTRACTOR shall invoice COUNTY only according to the firm fixed rate for each Cal-Learn participant served specified in Part IV, Contract Rates. The CONTRACTOR shall request on the invoice, a monthly payment in arrears based on the actual number of Cal-Learn participants served during the service month. The actual number of participants served multiplied by the firm fixed rate shall be the total monthly charge CONTRACTOR shall invoice the COUNTY.

- 1.1 CONTRACTOR shall invoice COUNTY for each Cal-Learn participant served in the service month. A Cal-Learn participant is considered enrolled and thereby served when the following requirements exist on a Cal-Learn participant record:

- 1.1.1 An initial Cal-Learn orientation appointment letter has been initiated via the GAIN Employment and Activity Reporting System (GEARS) or any other manner approved by the COUNTY (see Attachment A, Section 5.3); and
 - 1.1.2 The participant continued to meet Cal-Learn program participation requirements, as defined by State and COUNTY regulations, in the beginning of the service month (see Attachment A, Section 5.12); and
 - 1.1.3 The participant did not exit from Cal-Learn (see Attachment A, Section 5.12), or the participant was not exempted (see Attachment A, Section 5.10) from Cal-Learn during the month immediately preceding the service month, unless the participant was newly enrolled, as explained in Attachment A, Section 5.3); and
 - 1.1.4 As of the last calendar day of the month, the Cal-Learn participant has not been transferred to another Cal-Learn service provider (see Attachment A, Section 5.14.3).
- 1.2 CONTRACTOR shall only be paid for those services authorized under this Agreement.

2.0 Advance Payment Request and Adjustments For Previously Advanced Funds

Funds may be advanced to CONTRACTOR at contract start-up and during each subsequent first month of each fiscal year (i.e., July).

- 2.1 CONTRACTOR may request advanced funds equaling no more than two months of services and not to exceed 25 percent of the estimated annual contract amount. CONTRACTOR may request advanced funds in any month, but advances must be repaid to COUNTY prior to the end of the advance payment's Fiscal Year, as described in Sub-paragraph 2.2, hereunder, and cannot require COUNTY to commit funds beyond the current term of the Agreement. In addition, advances must be repaid to COUNTY prior to the end of the current contract term.
- 2.2 Adjustments for previously advanced funds shall begin three months prior to the year-ending, from the invoice received in April, May and June regardless of the accrual month. COUNTY reserves the right to delay the payments of the billings received in May to ensure advances are fully recouped. All advances must be fully reconciled by June 30th of each fiscal year. In the event that the invoices received in the last three months of the fiscal year are not sufficient to recoup the advanced funds, the CONTRACTOR shall pay the difference to the COUNTY by the 25th of June.

- 2.3 CONTRACTOR shall comply with all applicable State and County regulations in regards to interest earned on advances. This may include maintaining separate bank accounts for cash advances and returning to the COUNTY any interest earned on the advances.

3.0 Invoicing

- 3.1 CONTRACTOR shall prepare and submit monthly invoices, in the format and categories outlined in Attachment C, Sample Monthly Invoice Format, each in an original and one copy, to the CCA within fifteen (15) calendar days following the end of the month in which services were provided. Failure to submit timely and accurate monthly invoices will result in a contract discrepancy and a delay in payment.
- 3.2 Each invoice shall be supported by back-up documentation to validate the invoice amounts. COUNTY will not authorize payment on incomplete or inaccurate invoices.
- 3.3 CONTRACTOR shall submit a reconciled invoice for money advanced at contract start-up and during each subsequent first month of each fiscal year. Implementation of reconciled invoices shall start with the invoices due each April 15th and cease when the previously provided advances are collected prior to June 25th.
- 3.4 CONTRACTOR shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA:
- Department of Public Social Services
Contract Management Division - Section III
Attn: Cal-Learn Case Management CCA
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
- 3.5 Upon COUNTY's review and approval of an accurate invoice, the COUNTY shall authorize payment and process the approved invoice for payment, providing CONTRACTOR is not in default under any provisions of this Agreement. The COUNTY shall adjust CONTRACTOR's future invoice amounts for any liquidated damages or other offset authorized by the Agreement not deducted from any payment made by CONTRACTOR to COUNTY.
- 3.6 COUNTY shall make a reasonable effort to effect payment to CONTRACTOR within (30) calendar days of receipt of an invoice which is accurate as to form and content.

- 3.7 COUNTY may delay the last payment until six (6) months after the expiration of this Agreement. The CONTRACTOR shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Agreement not deducted from any payment made by COUNTY to CONTRACTOR.
- 3.8 Prior to receiving final payment under this Agreement, CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under this Agreement.
- 3.9 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.
- 3.10 Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.
- 3.11 COUNTY shall have no requirement for payment other than as set forth in this Agreement.
- 3.12 CONTRACTOR shall invoice the COUNTY for case management services rendered the previous month. The invoice is due on the fifteenth calendar day of the following month, but not more than one year from the day the services were provided. The CONTRACTOR is formally informed that COUNTY will not be liable for invoices submitted more than one year after services are rendered. CONTRACTOR will not be reimbursed by the COUNTY for those services per government regulations.
- 3.13 CONTRACTOR payment is subject to the payment bonuses and deductions based on CONTRACTOR performance in Paragraph 5.0 Specific Tasks, Sub-paragraph 5.18, Performance Outcome Measures.
- 3.13.1 CONTRACTOR bonuses and deductions cannot exceed ten percent (10%) of CONTRACTOR monthly payment issued during the PERFORMANCE OUTCOME MEASURES' evaluation period of the Agreement, as described in Attachment A, Section 5.18, hereunder.
- 3.13.2 Bonuses/deductions shall only be assessed once during a contract year.

VI. ADMINISTRATION OF CONTRACT - COUNTY

1.0 COUNTY'S Administration

A listing of all County Administration referenced in the following Paragraphs are designated in *Attachment D - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

2.0 COUNTY's Contract Administrator (CCA)

2.1 The responsibilities of the COUNTY's Contract Administrator (CCA) include:

- ensuring that the objectives of this Agreement are met;
- providing direction to CONTRACTOR in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR's Manager on an as needed basis; and
- monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.2 The COUNTY's CCA is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Agreement.

VII. ADMINISTRATION OF CONTRACT - CONTRACTOR

1.0 CONTRACTOR's Manager

1.1 CONTRACTOR's Manager must have a minimum three (3) years of case management experience, or experience substantially similar to these services. The CONTRACTOR's Manager is designated in *Attachment E - Contractor's Administration*. CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Manager.

1.2 CONTRACTOR's Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this contract and shall coordinate with CCA on a regular basis.

2.0 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Manager.

3.0 CONTRACTOR's Staff Identification

- 3.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Agreement with a photo identification badge.
- 3.2 CONTRACTOR shall notify COUNTY within ten business days when staff is terminated from working under this Agreement. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY specified photo identification badge at the time of removal from the COUNTY Agreement.
- 3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Agreement.

4.0 Background and Security Investigations

- 4.1 All CONTRACTOR staff performing work under this contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Agreement at any time during the term of the Agreement. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY, whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

- 4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Paragraph 4.0, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

VIII. FURTHER TERMS AND CONDITIONS

1.0 ASSIGNMENT AND DELEGATION

- 1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
- 1.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

2.0 AUDIT SETTLEMENT

If, at any time during the term of the Agreement or within five (5) years after the expiration or termination of the Agreement, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the DPSS Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to

the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

3.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Agreement is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

4.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. COUNTY's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

5.0 CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Agreement, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.

- 5.2 For any revision which materially affects the scope of work, term, Contract Sum, payments, term, or condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3 The DPSS Director may prepare and sign *amendments* to the Agreement without further action by the COUNTY Board of Supervisors under the following conditions:
- 5.3.1 The amendment is for a decrease or an increase to the firm-fixed rate paid per participant per month, when the change is necessitated by additional and necessary services that are required in order to comply with changes in Federal, State or County requirements. Any increase shall not exceed ten percent of the firm-fixed rate established under Section IV, Contract Rates, per the term of the Agreement and shall not, in the aggregate, exceed ten percent of the estimated total Agreement cost.
- 5.3.2 The amendment is for an increase in the Agreement cost as a result of the COLA for the 12-month period preceding the Agreement anniversary date not to exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the same prior 12-month period. In order to amend pursuant to this Sub-paragraph, the requirements of Section IV, Paragraph 2.0 shall also be met and the Chief Administrative Office must approve said amendment.
- 5.3.3 For any amendment pursuant to Sub-paragraph 5.3.1 or 5.3.2, the following conditions must also be met:
- 5.3.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
- 5.3.3.2 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
- 5.3.3.3 The Department of Public Social Services shall obtain the approval of County Counsel and the Chief Administrative Office for an amendment to this Agreement.
- 5.3.3.4 The DPSS Director will notify the Chief Administrative Office within ten (10) business days after execution of each amendment.

6.0 CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

7.0 CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

The CONTRACTOR staff working under this Agreement shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse or neglect to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working under this Agreement shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR staff working under this Agreement shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working under this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

The CONTRACTOR staff working under this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

8.0 CIVIL RIGHTS

The CONTRACTOR hereby assures that it shall abide by the provisions of *Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of

race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination In Services Certification," Attachment J, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the federal office for civil rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional civil rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment L, herein, (and as directed by DPSS.

9.0 COLLECTIVE BARGAINING CONTRACT

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Agreement.

10.0 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Agreement effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 10.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 10.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 10.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.4 The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three business days of mailing to the complainant.

11.0 COMPLETION OF CONTRACT

- 11.1 Ninety calendar days (or shorter time period as may be determined by COUNTY) prior to the expiration or termination of this Agreement, CONTRACTOR shall allow COUNTY or newly selected contractor a transition period for orientation purposes and the orderly turnover of CONTRACTOR's current operation without additional cost to the COUNTY. CONTRACTOR shall provide assistance for an orderly transition of all work back to COUNTY or another contractor by the provision of key personnel (who shall be cooperative and able to explain/answer questions regarding the various required contract functions as they are currently performed by CONTRACTOR), plans, and training (including an orientation to computer systems used and reports produced). CONTRACTOR's staff shall be available and cooperative in answering all operational questions that are raised by the COUNTY and/or newly selected contractor. During this transition period, CONTRACTOR shall continue to process all work timely and accurately, so that the operation is current at expiration or termination of this Agreement.
- 11.2 If CONTRACTOR fails to comply with any of the terms set forth in Sub-paragraph 11.1, COUNTY shall have the right to withhold fifty percent (50%) to one hundred percent (100%) of the last two (2) months' payments under this Agreement as liquidated damages.

12.0 COMPLIANCE WITH JURY SERVICE PROGRAM

12.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment F and is incorporated by reference into and made a part of this Agreement.

12.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 12.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from

the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

12.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

12.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program.

The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

12.2.4 CONTRACTOR's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

13.0 COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These may include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations
4. Social Security Act
5. State Energy and Efficiency Plan [Title 24, California Administrative Code]
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
10. Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)
11. Cost Principles for Educational Institutions, Office of Management and Budget (OMB) Circular A-21
12. Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87
13. Cost Principles for Non-Profit Organizations, OMB Circular A-122

14. Audits of State, Local Governments, and Non-Profit Organizations,
OMB Circular A-133

CONTRACTOR shall maintain all licenses required to perform the Agreement.

CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR, its employees, agents, or subcontractors of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

14.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

15.0 CONFIDENTIALITY

15.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

15.2 The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Agreement.

15.3 The CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement," Attachment G, hereunder.

15.4 By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles COUNTY Department of Public Social Services so designated without written authorization from DPSS.

16.0 CONFLICT OF INTEREST/CONTRACT PROHIBITED

- 16.1** The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Agreement, or any competing Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or have any other direct or indirect financial interest in the Agreement.

The CONTRACTOR represents and warrants that CONTRACTOR and its authorized officers have read and are familiar with the provisions of *Los Angeles COUNTY Code, Section 2.180.010*, "Certain Contracts Prohibited," and that execution of the Agreement will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment H, hereto.

The CONTRACTOR represents and warrants it did not, as an individual or firm or subsidiary of a firm, under contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Agreement.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

- 16.2** The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 16.0 shall be a material breach of this Agreement.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR shall give

consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 19.1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible contractors.
- 19.2. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts that the CONTRACTOR may have with the COUNTY.
- 19.3. COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: 1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; 2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or

business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.

- 19.4. If there is evidence that the CONTRACTOR may be subject to debarment, DPSS will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 19.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 19.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 19.7. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.
- 19.8. The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the CONTRACTOR has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment

period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 19.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

- 20.1 The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Public Social Services will supply the CONTRACTOR with the poster to be used.
- 20.2 CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment N of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

21.0 CONTRACTOR'S EMPLOYEES

- 21.1 The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR.

While providing services to the COUNTY under this Agreement, the CONTRACTOR's employees shall report to the CONTRACTOR for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance

of requested services immediately upon the written or oral request of the CCA.

21.2 The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

21.3 The personnel provided by the CONTRACTOR shall at a minimum be:

21.3.1 Able to fluently read, write, speak, and understand English.

21.3.2 Bilingual, when requested.

21.3.3 Able to communicate effectively using good judgment and diplomacy.

21.3.4 Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.

21.3.5 Able to handle sensitive materials and perform confidential duties.

21.3.6 Able to satisfy a background check.

21.3.7 Able to meet the minimum qualifications as stated in the Statement of Work, Section 1.3.3.

22.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security

Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

23.0 COUNTY LOBBYISTS

The CONTRACTOR and each COUNTY Lobbyist or the COUNTY Lobbying firm as defined by *Los Angeles COUNTY Code Section 2.160.010*, retained by the CONTRACTOR, shall fully comply with the *COUNTY Lobbyist Ordinance, Chapter 2.160 of the Los Angeles COUNTY Code*. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or the COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the *COUNTY Lobbyist Ordinance* shall constitute a material breach of this Agreement upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Agreement terms, conditions, and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

25.0 COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

26.0 DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Agreement within the following conditions:

- 26.1 The CONTRACTOR shall develop all publicity material in a professional manner.
- 26.2 During the course of performance on this Agreement, the CONTRACTOR, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CCA and County Counsel.

In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 26.3 The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided, however, that the requirements of this Paragraph 26 shall apply.

27.0 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Agreement shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his designee, and the Director's or his designee's decision shall be final.

28.0 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of the CONTRACTOR's failure to comply with the foregoing.

29.0 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

29.1 Are covered by an effective Injury and Illness Prevention Program.

29.2 Receive all required general and specific training.

30.0 FISCAL ACCOUNTABILITY

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply, where applicable, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

31.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

32.0 GOVERNING LAW AND VENUE

32.1 This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

32.2 Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or any other law which occurs after the effective date of this Agreement.

32.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California, Central Civil Division.

33.0 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance activities, or review documents required under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance. When necessary, as determined by COUNTY, a Business Associate Agreement meeting Health Insurance Portability and Accountability Act of 1996 guidelines must be entered into by the observing/reviewing entity and the CONTRACTOR.

34.0 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

35.0 INDEPENDENT CONTRACTOR STATUS

35.1 This Agreement is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

35.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The COUNTY

shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

- 35.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Worker's Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

36.0 INSURANCE COVERAGE REQUIREMENTS

36.1 GENERAL LIABILITY

General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

36.2 AUTOMOBILE LIABILITY

Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

36.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible.

If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

36.4 PERSONAL PROPERTY LIABILITY

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for at least the actual cash value of the property.

36.5 PROFESSIONAL LIABILITY

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

37.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Agreement, the CONTRACTOR shall provide and maintain and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at the CONTRACTOR's own expense.

37.1 EVIDENCE OF INSURANCE

Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the **Department of Public Social Services, 12900 Crossroads Parkway South, 2nd Floor, City of Industry, California 91746, Attention: Gary Akopyan, Director, Contract Management Section III**, prior to commencing services under this Agreement. Such certificates or other evidence shall:

Specifically identify this Agreement.

Clearly evidence all coverages required in this Agreement.

Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement. Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

37.2 INSURER FINANCIAL RATINGS

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by the COUNTY.

37.3 FAILURE TO MAINTAIN COVERAGE

Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Agreement upon which the COUNTY may immediately terminate or suspend the Agreement. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

37.4 NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

The CONTRACTOR shall report to the COUNTY:

37.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- 37.4.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Agreement.
- 37.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the CCA.
- 37.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Agreement.

37.5 COMPENSATION FOR COUNTY COSTS

In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any cost to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

37.6 INSURANCE COVERAGE REQUIREMENTS FOR SUBCONTRACTORS

The CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 37.6.1 The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- 37.6.2 The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

38.0 LIQUIDATED DAMAGES

- 38.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from the COUNTY, will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 38.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- 38.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum, and/or
 - 38.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment_A Technical Exhibit 6.1, hereunder, and that the Contractor shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR, and/or
 - 38.2.3 Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 38.3. The action noted in Sub-paragraph 38.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 38.4. This Paragraph 38.0 shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 38.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

39.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to COUNTY under this Agreement.

40.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 40.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 40.2 The CONTRACTOR shall certify to, and comply with, the provisions of Attachment I – *Bidder's/Offeror's EEO Certification*.
- 40.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 40.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 40.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 40.6 The CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 40.0 when so requested by the COUNTY.
- 40.7 If the COUNTY finds that any provisions of this Sub-paragraph 40.0 have been violated, such violation shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Agreement.
- 40.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Agreement, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Agreement.

41.0 NOTICES

41.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give written notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

41.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

41.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box. Notices may also be sent by fax.

41.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business.

Liz Herrera, Executive Director
El Nid Family Centers
10200 Sepulveda Boulevard, Suite 350
Mission Hills, California 91345

41.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to:

Gary Akopyan, Director
Contract Management Division - Section III
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

41.6 Changes of Address

Either party can designate a new address by giving ten (10) days advance written notice to the other party.

41.7 Termination Notices

In the event of suspension or termination of the Agreement, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL TAX EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Attachment M, hereunder).

43.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

“The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY’s policy to encourage all COUNTY contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the CONTRACTOR’s place of business. *Department of Public Social Services will supply the CONTRACTOR with the poster to be used.*”

44.0 OWNERSHIP OF DATA/EQUIPMENT

44.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Agreement. The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Agreement.

44.2 COUNTY shall be sole owner of any equipment purchased under this Agreement by CONTRACTOR (as included in CONTRACTOR’s budget for this Agreement or any subsequent budget amendments to this Agreement), or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Agreement.

45.0 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the COUNTY and all materials, data, reports and other information of any kind developed by the CONTRACTOR under this Agreement are confidential to and are solely the property of the COUNTY. The CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions in this Paragraph 45.0, shall survive the expiration or other termination of this Agreement.

- 45.1** Recognizing that the COUNTY has no way to safeguard trade secrets or proprietary information, the CONTRACTOR shall, and does, hereby keep and hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by the COUNTY of trade secrets and proprietary information. The COUNTY shall not require the CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by the COUNTY to successfully complete the services under the Agreement.
- 45.2** The COUNTY shall not require the CONTRACTOR to provide any information that is proprietary to it, provided, however, that if the COUNTY requests the CONTRACTOR proprietary information in order to successfully complete the services under this Agreement, the CONTRACTOR shall mark such information "PROPRIETARY" and the COUNTY shall limit reproduction and distribution to the minimum extent consistent with the COUNTY's need for such information, and, when the COUNTY no longer needs such information, but in no event later than expiration or other termination of this Agreement, the COUNTY shall either (1) cause all copies of such information to be returned to the CONTRACTOR, or (2) certify to the CONTRACTOR that all copies of such information have been destroyed.

46.0 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Paragraph 47, Records Retention and Inspection, herein below.

47.0 RECORDS RETENTION AND INSPECTION

- 47.1** CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to the performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. COUNTY reserves the right to conduct record inspection and audits with no advance notification to CONTRACTOR when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary

data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR in a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

47.2 Other required documents to be retained include, but not limited to:

- 47.2.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs and employee timesheets.
- 47.2.2 Confidentiality Agreement: Contractor Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment G).
- 47.2.3 Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.
- 47.2.4 Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide them to the CONTRACTOR for retention.

47.3 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

- 47.3.1 All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if such material is located outside Los Angeles COUNTY, CONTRACTOR shall either: 1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location: or 2) pay to have such materials promptly returned to a

CONTRACTOR facility located in Los Angeles COUNTY for examination by the COUNTY.

47.3.2 Failure on the part of the CONTRACTOR to comply with the provisions of this Paragraph 47.0 shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement.

47.4 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

48.0 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Agreement.

49.0 REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR to remove any employee from the performance of services under this Agreement for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall replace said personnel within 24 hours.

50.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall immediately remove and replace within 24 hours any of its employees performing services hereunder when notified orally or in writing by the CCA that: 1) such employee has violated such rules or regulations; or 2) such employee's actions, while on COUNTY or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

51.0 SUBCONTRACTING

51.1 No performance of this Agreement or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

51.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of allowing any cost under the Agreement. In no event shall approval of any subcontract by the COUNTY be construed as affecting any increase in the amount provided for in the Agreement.

The CONTRACTOR's request for approval to enter into a subcontract shall include:

- 51.2.1 A description of the service to be provided by the proposed subcontractor;
 - 51.2.2 An Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
 - 51.2.3 An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veteran's business enterprise;
 - 51.2.4 A resume of the potential subcontractor's background and experience.
- 51.3 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."*
- 51.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.
- 51.5 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
- 51.6 CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 51.7 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The CONTRACTOR is responsible to notify its Subcontractors of the COUNTY right.

51.8 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

51.9 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor.

52.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 22.0, the CONTRACTOR's Warranty of Adherence to the COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the COUNTY CSSD shall be grounds upon which the COUNTY Board of Supervisors may terminate this Agreement pursuant to Paragraph 54.0, Termination for Default of the CONTRACTOR.

53.0 TERMINATION FOR CONVENIENCE

53.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

53.2 If, during the term of this Agreement, the COUNTY funds appropriated for the purposes of this Agreement are reduced or eliminated, the COUNTY may immediately terminate this Agreement upon written notice to the CONTRACTOR.

53.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

53.3.1 Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

53.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

53.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

53.5 Upon termination of this Agreement, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.

53.6 Upon termination of this Agreement, the CONTRACTOR shall comply with the provisions of Section 47.0, Records Retention and Inspection, herein above.

53.7 Subject to the provisions of Sub-paragraph 53.4, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph 53.0. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated.

The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement, as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

54.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR

54.1 The COUNTY may, subject to the provisions outlined below, by written notice to the CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

54.1.1 CONTRACTOR has materially breached this Agreement;
or

- 54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- 54.1.2 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 54.2 In the event that the COUNTY terminates this Agreement in whole or in part as provided in Sub-paragraph 54.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.
- 54.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 54.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy; acts of the COUNTY in either its sovereign or contractual capacity; acts of Federal or State governments in their sovereign capacities; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 54.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 54.4 If, after the COUNTY has given notice of termination under the provisions of this Paragraph 54.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Paragraph 54.0, or that the default was excusable under the provisions of Sub-paragraph 54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 53.0 - Termination for Convenience.
- 54.5 The rights and remedies of the County provided in this Paragraph 54.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

55.0 TERMINATION FOR IMPROPER CONSIDERATION

- 55.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 55.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.
- 55.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

56.0 TERMINATION FOR INSOLVENCY

- 56.1 The COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following:

56.1.1 Insolvency of the CONTRACTOR

The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed

under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

56.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

56.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

56.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

56.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 56.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

57.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall automatically be terminated as of the end of the then current fiscal year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

58.0 TIMELY COMPLETION

Time is of the essence in the provision and completion of service and the work provided the COUNTY as stipulated in this Agreement, as is the timely conveyance of reporting deliverables to the COUNTY as also stipulated in this Agreement.

59.0 VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

60.0 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

61.0 WAIVER

No waiver of a breach of any provision of this Agreement by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Agreement.

Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

The rights and remedies set forth in this Paragraph 61.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

62.0 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with this Agreement, including Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

63.0 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer(s), this _____ day of _____ 2006. The person signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

Attest:


SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By  _____
Deputy County Counsel

EI NIDO FAMILY CENTERS

By  _____
Liz Herrera, Executive Director
10200 Sepulveda Blvd., Suite 350
Mission Hills, CA 91345

By _____
Name _____
Title _____
Address _____

ATTACHMENT A

**STATEMENT OF WORK
AND TECHNICAL EXHIBITS**

STATEMENT OF WORK

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
	PREAMBLE.....	53
1.0	GENERAL	
1.1	Scope of Work.....	56
1.2	Key COUNTY Personnel.....	56
1.3	Key CONTRACTOR Personnel.....	57
1.4	Quality Control	59
1.5	COUNTY's Quality Assurance Plan	60
1.6	Attendance At and Notice of Meetings	61
1.7	Hours of Operation/Holidays	61
2.0	DEFINITIONS	62
3.0	COUNTY FURNISHED ITEMS	70
4.0	CONTRACTOR FURNISHED ITEMS.....	72
5.0	SPECIFIC TASKS	
5.1	Overview of Case Management Operations and Tasks	75
5.2	Identification and Recruitment of Cal-Learn Participants	75
5.3	Cal-Learn Notification and Enrollment.....	76
5.4	Cal-Learn Orientation.....	76
5.5	Intensive Case Management	77
5.6	Supportive Services	77
5.7	School Attendance and Report Cards.....	78
5.8	Good Cause Determinations.....	78
5.9	Deferrals	79
5.10	Exemptions	79
5.11	Referrals	80
5.12	Cal-Learn Exits.....	80
5.13	Inter-County Transfers (ICT)	81
5.14	Inter-Agency Transfers.....	81
5.15	Collocation at County Sites	82
5.16	Administrative Tasks	83
5.17	Reporting Tasks	86
6.0	TECHNICAL EXHIBITS.....	88
6.1	Performance Requirements Summary (PRS)	89
6.2	Performance Requirements Summary Chart	89
6.3	Quality Assurance	90
6.4	Contract Discrepancy Report	90
6.5	Criteria for Acceptable or Unacceptable Performance	91
6.6	Remedy of Defects.....	92
6.7	Unsatisfactory Performance Remedies.....	92

PREAMBLE

COUNTY HEALTH AND HUMAN SERVICES

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue working together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 GENERAL

1.1 SCOPE OF WORK

Except for those items listed in Section 3.0, COUNTY Furnished Items, hereunder, the CONTRACTOR shall provide all management/administrative services, personnel, materials, and other items or services necessary to provide Cal-Learn case management services to Cal-Learn eligible and enrolled CalWORKs (CW) participants. CONTRACTOR must perform to the standards in Technical Exhibit 6.1, Performance Requirements Summary, hereunder.

1.2 KEY COUNTY PERSONNEL

1.2.1 COUNTY Contract Administrator (CCA)

COUNTY will designate one (1) person who will act as the COUNTY Contract Administrator (CCA) for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Agreement. Specifically, the CCA or alternate shall:

- 1.2.1.1 The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of this Agreement.
- 1.2.1.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.1.3 The CCA may negotiate with CONTRACTOR on changes in service requirements pursuant to this Agreement, Part VI, Further Terms and Conditions, Paragraph 5.0, Changes and Amendments of Terms, Sub-paragraph 5.1.
- 1.2.1.4 The CCA is not being authorized to make any changes in the Further Terms and Conditions of the Agreement and is not authorized to obligate the COUNTY in any way.
- 1.2.1.5 The COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Agreement is awarded, and at any time thereafter a change of CCA is made.

1.2.2 Quality Assurance Evaluator (QAE)

COUNTY may designate one (1) person who will act as Quality Assurance Evaluator (QAE) for the COUNTY on all technical standards and requirements pertinent to the Agreement and monitor the CONTRACTOR's performance under the Agreement using the quality assurance procedures established in Technical Exhibit 6.1, Performance

Requirements Summary (PRS) or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Agreement. The QAE and the CCA may be the same person. Specifically, the QAE shall:

- 1.2.2.1 Ensure that technical standards and requirements of this Agreement are met, and evaluate the CONTRACTOR's performance under this Agreement.
- 1.2.2.2 Not be authorized to make changes in the terms and conditions of this Agreement and shall not be authorized to obligate the COUNTY in any way whatsoever.
- 1.2.2.3 Advise the CCA as to the CONTRACTOR's performance in areas relating to technical requirements and technical standards.
- 1.2.2.4 Inform the CONTRACTOR of the name, address and telephone number of the QAE, in writing, at the time this Agreement is awarded, and at anytime thereafter a change of the QAE is made.

1.3 KEY CONTRACTOR PERSONNEL

1.3.1 Contract Manager

- 1.3.1.1 CONTRACTOR shall provide a Contract Manager, who shall be responsible for the overall management and coordination of the Agreement and act as liaison with COUNTY. The Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within 24 hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.
- 1.3.1.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Monday through Friday, excluding COUNTY holidays.
- 1.3.1.3 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the Agreement.
- 1.3.1.4 The Contract Manager or alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made.

1.3.2 Other CONTRACTOR Staff

- 1.3.2.1 CONTRACTOR shall provide supervisory, administrative and direct labor personnel to accomplish the work required under this Agreement. All CONTRACTOR personnel who will have contact with COUNTY personnel must read, write, speak and understand English. CONTRACTOR shall ensure that at all times of operation, at least one CONTRACTOR employee is available and authorized to act for CONTRACTOR.
- 1.3.2.2 CONTRACTOR shall provide each employee with an identification badge that includes the CONTRACTOR's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while providing services under this Agreement.
- 1.3.2.3 All CONTRACTOR staff shall be qualified in accordance with all federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.3.3 CONTRACTOR Employee Acceptability

- 1.3.3.1 CONTRACTOR shall remove any employee who the CCA has determined is unacceptable in the performance of their job and it is inappropriate for such persons to be in contact with COUNTY employees.
- 1.3.3.2 CONTRACTOR shall identify, under sworn statement, throughout the term of the Agreement, all CONTRACTOR employees who are receiving public assistance, and ensure that any employee receiving public assistance has met his/her reporting responsibility to COUNTY and has no access to COUNTY and CONTRACTOR records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- 1.3.3.3 CONTRACTOR shall ensure staff have the needed training, background and meet AFLP guidelines to provide Cal-Learn Case Management Services.
- 1.3.3.4 CONTRACTOR shall perform, at CONTRACTOR's expense, background checks, including but not limited to fingerprint checks to ensure CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.

1.3.4 Uniforms/Identification Badges

- 1.3.4.1 CONTRACTOR shall ensure that their employees are appropriately identified as set forth in Part VII, Paragraph 3.0 of the Agreement.

1.4 QUALITY CONTROL PLAN

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure COUNTY a consistently high level of service throughout the term of this Agreement. The QCP, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Agreement start date, with revisions submitted within five days from when changes to the Plan are made. The Plan shall include, but not be limited to, the following:

- 1.4.1 Method for assuring that professional staff rendering services under the Agreement have necessary expertise in education, training, social and health services that may be needed by Cal-Learn participants.
- 1.4.2 Method and frequency of monitoring to ensure that Agreement requirements are being met;
- 1.4.3 Method for monitoring and evaluating work performed;
- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the COUNTY upon request;
- 1.4.6 Method for maintaining accurate case records and ensuring compliance with Federal, State and COUNTY program requirements.
- 1.4.7 Method of tracking workload activity and ensure management information systems and tracking procedures reflect information reported to the COUNTY via invoices, reports and the COUNTY's GEARS system.
- 1.4.8 Method for providing continuing services to the COUNTY in the event of a strike of the CONTRACTOR's or subcontractor's employees;
- 1.4.9 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this Agreement;
- 1.4.10 Method for surveying participants on a regular basis to obtain feedback on services; and

1.4.11 Monitoring methods to be used, such as:

- 1.4.11.1 Random sampling;
- 1.4.11.2 100% review;
- 1.4.11.3 Participant complaints;
- 1.4.11.4 Participant surveys; and/or
- 1.4.11.5 Information, reports or data that may be provided by COUNTY.

1.5 COUNTY'S QUALITY ASSURANCE PLAN

1.5.1 COUNTY shall monitor CONTRACTOR's performance under this Agreement, using the quality assurance procedures as defined in this Agreement. (Reference: Section VI, Further Terms and Conditions, Paragraph 24.0, County's Quality Assurance Plan).

1.5.2 Performance Evaluation Meetings shall be held jointly by COUNTY and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) is issued and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.

1.5.2.1 The minutes of any Performance Evaluation meeting shall be prepared by the CCA. Should the Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written.

If any dispute is still unresolved, the decision of the Director will be final.

1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.5.3 Contract Discrepancy Reports (CDR's)

- 1.5.3.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a reasonable time period.
- 1.5.3.2 CCA will determine whether a formal CDR (see Technical Exhibit 6.2) shall be issued.
- 1.5.3.3 Upon receipt of the document, the CONTRACTOR is required to respond, in writing, to CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 1.5.3.4 A plan, including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

1.6 ATTENDANCE AT AND NOTICE OF MEETINGS

- 1.6.1 CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such meetings five (5) business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.7 HOURS OF OPERATION/HOLIDAYS

- 1.7.1 CONTRACTOR shall be available to provide services no less than forty (40) hours a week, on a work schedule approved by COUNTY. Normal COUNTY work schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m. During work hours, CONTRACTOR shall ensure the availability of at least one employee who can respond to any inquires and complaints which may be received about the CONTRACTOR's performance under the Agreement. When the CONTRACTOR's office is closed, an answering machine must be available to receive such calls. CONTRACTOR is not required to provide services on County recognized holidays, or CONTRACTOR 's holidays as approved by Director. The CCA will provide lists of COUNTY holidays and Contract Manager will provide list of CONTRACTOR's prior to the beginning of each calendar year during the term of this Contract.

Upon mutual agreement, CONTRACTOR may provide services at non-traditional hours and/or on non-traditional days.

2.0 DEFINITIONS

2.1 ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable variance from a standard before the County will determine a specific service to be unacceptable. An AQL does not imply that the Contractor may knowingly perform in a defective way. It implies that the County recognizes that defective performance sometimes happens unintentionally. However, the County expects expert professional services to be provided at all times.

2.2 ADOLESCENT FAMILY LIFE PROGRAM (AFLP)

AFLP is a program funded by the Department of Health Services, Maternal and Child Health Branch to enhance education; and to improve the health; and social and economic well-being of pregnant and parenting adolescents.

2.3 ADOLESCENT FAMILY LIFE PROGRAM STANDARDS

Standards and practices approved by the California Department of Health Services to which AFLP agencies must adhere. All Cal-Learn case management contractors must adhere to the AFLP Standards as well as any addenda adopted for Cal-Learn by CDHS and CDSS.

2.4 ANCILLARY EXPENSES

Ancillary expenses are expenses that must be paid for a Cal-Learn participant to attend and/or graduate from high school or achieve the equivalent. This includes, but is not limited to, school books, GED testing costs, and laboratory fees.

2.5 BONUS

Payment made when a Cal-Learn participant makes satisfactory progress or receives his or her high school diploma or its equivalent.

2.6 BUDGET

The Budget is a document that details the CONTRACTOR's costs for providing services and is included as Attachment B to this Agreement. The Budget includes, but is not limited to, the following:

2.6.1 Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Agreement), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Applicable Taxes and other (specified).

2.6.2 Indirect Costs - General Accounting/Bookkeeping, Management Overhead, Telephone/Utilities, Space, and other (specified).

2.7 CAL-LEARN ENROLLMENT

An initial Cal-Learn orientation appointment (CL 1) letter has been initiated to the participant, the participant has been determined to meet Cal-Learn eligibility requirements, as defined by State regulation and COUNTY policies and procedures in GAIN Program Handbook, Chapter 1800, Cal-Learn, and the participant has not been terminated or exempted from the Cal-Learn Program during the previous month, unless the participant was newly enrolled and a new CL 1 was issued. Additionally, as of the last calendar day of the month, the Cal-Learn participant has not been transferred to another Cal-Learn Case Management Contractor.

2.8 CAL-LEARN EXIT

Participants who are no longer eligible for the Cal-Learn Program and their Cal-Learn components have been closed.

2.9 CAL-LEARN PROGRAM

A program mandated by State law (California Welfare and Institutions Code, Section 11331 through 11334) to provide case management and supportive services for teenage CalWORKs recipients who are pregnant or custodial parents, and who do not possess a high school diploma or its equivalent. Cal-Learn operates as part of the GAIN program.

2.10 CalWORKs

CalWORKs is an acronym for "California Work Opportunity and Responsibility to Kids" which includes the State of California's Welfare-to-Work Program.

2.11 CalWORKs CASE ASSISTANCE UNIT

Aided household members on CalWORKs case.

2.12 CalWORKs PARTICIPANTS

CalWORKs applicants/participants who COUNTY has determined are eligible for participation in the CalWORKs Program. A Cal-Learn participant must be an active CalWORKs participant to be enrolled in Cal-Learn.

2.13 CASE INFORMATION INQUIRY (ICAS)

GEARS Screen used to maintain CalWORKs eligibility information on Cal-Learn participants.

2.14 CONTRACT DISCREPANCY REPORT

A written report prepared by County to identify specific failures of Contractor in meeting contract standards.

2.15 DEFERRED PARTICIPANT

A CalWORKs participant who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn deferral criteria. Deferred participants will still receive case management services but are not subject to sanctions or eligible for bonuses or supportive services.

2.16 EXEMPT PARTICIPANT

A CalWORKs recipient who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn exemption criteria. Exempt participants will receive no Cal-Learn services and are not subject to sanctions or eligible for bonuses.

2.17 GREATER AVENUES FOR INDEPENDENCE (GAIN)

GAIN is the acronym for the “Greater Avenues for Independence” program established with the passage of Assembly Bill 2580 on September 26, 1985. GAIN has been replaced by CalWORKs.

2.18 GAIN PROGRAM HANDBOOK (PH)

The GAIN Program Handbook/Manual that covers policies and procedures which governs the COUNTY’s administration of GAIN case management.

2.19 GAIN REGIONAL LIAISON

The COUNTY staff who supervises GAIN Services Workers.

2.20 GAIN SERVICES COORDINATOR (GSC)

DPSS employees who act as a liaison between GAIN and CalWORKs District staff in resolving problems regarding GAIN sanctions and the exemption process. The GSC is responsible for ensuring that both staff communicate, collaborate and cooperate when attempting to resolve various concerns.

2.21 GAIN SERVICES WORKER (GSW)

DPSS employees who are members of the Cal-Learn case management team. A GSW’s responsibilities include review and approval of deferrals, exemptions, good cause determinations, bonuses and sanctions that are recommended by

the Cal-Learn Case Manager. The GSW is also responsible for issuing bonuses and supportive service payments.

2.22 GAIN SERVICES SUPERVISOR (GSS)

DPSS employee who oversees the work of the Cal-Learn case management team and provides weekly and monthly reports to management.

2.23 GEARS

GEARS is an acronym for “GAIN Employment Activity and Reporting System” which is the automated data management system to be used to support the GAIN program in Los Angeles County.

2.24 INTER-AGENCY TRANSFERS

Cases that have been sent to another Cal-Learn service provider in the COUNTY.

2.25 INTER-COUNTY TRANSFERS – CL 15

Inter-County Transfers are cases that have been sent to Los Angeles County from neighboring or other counties. The Inter-County Transfer (CL 15) form and the Inter-County Transfer Summary (CL 16) are both used for transferring cases and the CL 16 is also used for transferring cases directly between case management providers.

2.26 MAINTAIN CASE PHONE AND ADDRESS (MCAP)

GEARS screen used to maintain participant’s phone number and address.

2.27 PARTICIPANT COMPONENT SELECTION (IPCA)

GEARS screen used to list the components participants have been assigned.

2.28 PARTICIPANTS SERVED

Participants receiving CalWORKs benefits, meet Cal-Learn program requirements, as defined in applicable State and County regulations, and have been enrolled in the Cal-Learn Program.

2.29 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS is a document furnished by the COUNTY (Technical Exhibit 6.1) which identifies and summarized the key performance indicators of this Agreement. COUNTY will use the PRS in evaluating CONTRACTOR performance to assure that the Agreement performance standards are met.

2.30 PERSON RECORD INQUIRY (IPRC)

GEARS screen used to maintain participant's information such as, birthday, name, and eligibility status.

2.31 QUALITY CONTROL PROGRAM

All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet Agreement requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

2.32 REPORT CARD

A periodic report that is routinely issued by schools which documents Cal-Learn participant's academic achievements.

2.33 SANCTION

A sanction is a reduction in the payee's CalWORKs payment that is assigned to the Cal-Learn participant's case. The sanction is applied when the Cal-Learn participant fails to submit a report card that is due or receives less than a "D" grade average, or a 1.0 grade point average.

2.34 SATISFACTORY PROGRESS

Report card which indicates the participant has received a grade average of "C" or higher, or a 2.0 grade point average or higher.

2.35 SERVICE MONTH

The service month is the current month in which services are being provided to Cal-Learn participants.

2.36 STATE

The State of California.

2.37 SUPPORTIVE SERVICES

Transportation, child care and ancillary expenses needed by Cal-Learn participants to enable them to attend school.

2.38 WELFARE-TO-WORK DIVISION

A Division within DPSS that is responsible for administering the GAIN program, and the Cal-Learn program in Los Angeles County.

2.39 ORIENTATION ATTENDANCE RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who have completed Cal-Learn Orientation. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who have completed the Orientation in the semi-annual review period of those that were scheduled to appear for orientation.

Denominator: Participants with a scheduled Cal-Learn Orientation in the semi-annual review period, minus those that were erroneously referred.

2.40 SCHOOL ENROLLMENT RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who were enrolled in school. The rate for the population being reviewed is follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who were enrolled in school at any time during the semi-annual review period. The enrollment date is not restricted to the semi-annual review period and can have occurred in a prior semi-annual review period.

Denominator: Participant:

- a. Is in Number Served (i.e., enrolled in Cal-Learn); and
- b. Has completed Cal-Learn Orientation; and
- c. Was not erroneously referred to CONTRACTOR.

2.41 REPORT CARD SUBMISSION RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who are enrolled in school and had at least one report card due in the semi-annual review period. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who submitted one or more report cards in the semi-annual review period of those that were due.

Denominator: Participants who were enrolled in school at some time in the semi-annual review period and had at least one report card due in the semi-annual review period.

- a. Participants enrolled in school; and
- b. Report card due in the semi-annual review period that does not fall in 90-Day Participation Period; and
- c. Were not erroneously referred to CONTRACTOR; and
- d. The report card due date falls during a period of Cal Learn eligibility.

2.42 GRADUATION RATE

A performance outcome rate based on a periodic review of all Cal-Learn participants that have graduated or completed their high school education via high school diploma, General Education Development (GED), or its equivalent. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who graduated in the annual review period.

- a. \$500 bonus issued in the annual review period; or
- b. Component End Code = "57" (graduated) and component end date in the annual review period; or
- c. GED/High School Diploma = "Y" and GED/High School Diploma Received date in the annual review period; or
- d. Otherwise noted as "graduated" in COUNTY management systems (i.e., GEARS or any alternate means approved by COUNTY, such as CONTRACTOR provided data).

Denominator: Participants that left the program in the annual review period who have at least completed the 11th grade level.

- a. Component End Codes "57", "60" or "70"; and
- b. Component End Date in the annual review period; and
- c. Last grade completed equal to or greater than the 11th grade and not in 90-Day Participation Period; and
- d. Were not erroneously referred to CONTRACTOR.

2.43 90-DAY PARTICIPATION PERIOD INDICATOR

2.43.1 An asterisk will be attached to all report card due dates that immediately follow the 90-Day Participation Period or that are automatically generated by GEARS when the CL1 is generated. The GAIN Services Supervisor (GSS) will have the ability to remove the asterisk from the records, as appropriate; additionally, the report card due dates will not be included in the report card submission or graduation rate calculations.

2.43.2 (First report card for the 90-day Participation Period = 1st day of the calendar month + 91 calendar days + 10 working days following the latest scheduled appraisal date, excluding any participants deregistered in the last 90 days.)

2.44 PERFORMANCE OUTCOME MEASURES

2.44.1 Performance Measures that reflect outcomes that are reflective of the CONTRACTOR's performance. The Performance Outcome Measures are: Orientation Attendance Rate, School Enrollment Rate, Report Card Submission Rate and Graduation Rate.

3.0 COUNTY FURNISHED ITEMS

COUNTY furnished items are provided by COUNTY for the term of the Agreement only and are solely for the performance of this agreement.

3.1 EQUIPMENT

3.1.1 For the purpose of this Agreement, COUNTY shall furnish and install for CONTRACTOR use, GEARS computer terminals, printers and the necessary transmission lines. This equipment remains the property of COUNTY. Upon termination of this Contract, COUNTY shall remove the GEARS terminals, printers and the transmission lines.

3.2 MAINTENANCE REPAIRS AND REPLACEMENT

3.2.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of COUNTY furnished equipment. CONTRACTOR shall be responsible for repair and replacement costs for COUNTY furnished equipment that is damaged due to CONTRACTOR's abuse or carelessness, as determined by COUNTY.

3.2.2 CONTRACTOR shall be responsible for all expenses, such as rewiring and telephone circuit re-routing for the relocation of GEARS equipment if the relocation is not required by COUNTY.

3.2.3 CONTRACTOR shall not install software or screen savers on COUNTY provided PCs. Any installation, de-installation or re-installation of required software and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. Any service calls required because of CONTRACTOR's staff modifying the configuration of software on the PCs shall be the expense of the CONTRACTOR.

3.3 MATERIALS

COUNTY shall provide:

3.3.1 List of State and County Cal-Learn regulations, including, but not limited to CDSS MPP Chapter 42-700 and the DPSS GAIN Program Handbook, Chapter 1800, and all applicable updates.

3.3.2 DPSS Operations Handbook, Section 21, Civil Rights Program and all applicable updates;

3.3.3 A supply of Civil Rights Complaint forms, PA 607, for use by trainees in reporting civil rights complaints;

- 3.3.4 A list of the COUNTY- observed holidays;
- 3.3.5 Cultural Awareness, and Child/Elder Abuse Awareness and Reporting trainings; and
- 3.3.6 Appropriate COUNTY hiring guidelines for candidates with criminal convictions.

3.4 REFERRALS

- 3.4.1 COUNTY shall provide listings of CalWORKs recipients who appear to be eligible for Cal-Learn.

3.5 SERVICES

- 3.5.1 COUNTY shall provide the payment system for Cal-Learn child care, transportation, ancillary expenses and bonuses. COUNTY shall also provide a system for deducting Cal-Learn sanctions.

3.6 SUPPLIES

COUNTY shall provide:

- 3.6.1 Video training tapes for child abuse, elder abuse, civil rights and cultural awareness.
- 3.6.2 State-approved Nondiscrimination In-Services Notices, Civil Rights complaints forms, all other State-mandated and COUNTY-mandated forms, posters and fliers describing participant's grievance and State Hearing rights.
- 3.6.3 State Manual Chapter 20-000 on welfare fraud, DPSS Administrative Directive 2898, dated 10/4/87, and Assembly Bill 3988 on Elder Abuse and Dependent Adult Abuse dated September 14, 1986.
- 3.6.4 The COUNTY GAIN and Cal-Learn Plans and any significant revisions/annual updates.
- 3.6.5 DPSS staff with contract monitoring responsibilities will supply CONTRACTOR with the County's "Safely Surrendered Baby Law" posters and/or wallet-size cards (Attachment H) The CCA shall provide CONTRACTOR with the "Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law" document (Attachment H-1, attached hereunder).

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall provide all personnel, facilities, materials, supplies, and equipment necessary to perform all Agreement services, except for those provided COUNTY as identified in Section 3.0 of Attachment A, here above.

4.1 PERSONNEL

- 4.1.1 CONTRACTOR shall provide all supervisory, administrative, and direct labor personnel, including bilingual personnel, to accomplish all work required by this Agreement.
- 4.1.2 CONTRACTOR shall maintain staffing levels as approved by DPSS. Should CONTRACTOR determine that provided services require additional or fewer staff, CONTRACTOR shall obtain prior approval from DPSS.
- 4.1.3 CONTRACTOR's case managers shall possess an expertise in understanding the education, training and other social and health service needs of pregnant and parenting youths, as well as knowledge of the local programs that provide these services.
- 4.1.4 CONTRACTOR shall provide staff with bilingual skills, such as Spanish, or provide interpretive services for participants who cannot communicate in English. CCA will notify CONTRACTOR of language requirements for the areas served. Although a participant shall not be required to provide an interpreter, CONTRACTOR shall not be prohibited from utilizing an interpreter voluntarily provided by the participant (e.g., a relative or friend).
- 4.1.5 CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.
- 4.1.6 CONTRACTOR shall conduct, at no cost to COUNTY, criminal background checks to ensure all CONTRACTOR employees meet COUNTY hiring guidelines relating to criminal convictions.

4.2 FACILITIES, EQUIPMENT AND SUPPLIES

- 4.2.1 CONTRACTOR shall provide the necessary facility/facilities and furnishings for case management operations, which are acceptable to COUNTY, accessible to participants, and in conformity with general COUNTY facility standards.
- 4.2.2 CONTRACTOR shall provide telephone installation and equipment, utilities, parking, custodial services, building maintenance and all

services/materials not specifically provided by the COUNTY at all CONTRACTOR facilities used for Cal-Learn services.

4.2.3 CONTRACTOR shall provide COUNTY with updated lists of all sites to be used in administering these services, including any extension site.

4.2.4 CONTRACTOR shall provide supplies, unless otherwise specified in Attachment A, Section 3.0, necessary to perform all services required by this Agreement and adhere to all requirements imposed on CONTRACTOR by this Agreement. CONTRACTOR may augment the equipment provided by COUNTY at no cost to COUNTY and with prior COUNTY approval.

4.3 MATERIALS

4.2.1 CONTRACTOR shall post in each CONTRACTOR facility, in an area that is easily accessible to CONTRACTOR employees and Cal-Learn participants, Equal Employment Opportunity (EEO) posters and State-approved Nondiscrimination In Services notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, Fourth Floor
Los Angeles, California 90010-9856
Telephone Number (213) 251-7278.

4.4 TRAINING

CONTRACTOR shall provide:

4.4.1 DPSS approved child abuse, elder abuse, cultural awareness, civil rights and Cal-Learn orientation training for CONTRACTOR's staff who have direct contact with Cal-Learn participants.

4.4.2 DPSS approved training to CONTRACTOR's staff for program reinforcement, internal operations procedures, and any other supplemental training determined necessary by CONTRACTOR or COUNTY.

4.5 SERVICES

4.5.1 CONTRACTOR shall house GEARS terminals and printers and any other COUNTY computer equipment at the designated CONTRACTOR site, and shall provide all security measures to ensure that the COUNTY's computer equipments are secure and confidentiality is maintained. CONTRACTOR shall also meet any additional security measures as required by COUNTY. CONTRACTOR's security measures must be approved by COUNTY.

- 4.5.2 If CONTRACTOR changes the GEARS terminal and printer location, CONTRACTOR shall provide a minimum of 60 days prior written notice of the planned move to COUNTY, pay for all expenses of the COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY provided computer equipment.

4.6 RETURN OF SUPPLIES, FORMS AND EQUIPMENT

- 4.6.1 Upon the Agreement's termination, CONTRACTOR shall transfer to DPSS equipment purchased with County funds and unused supplies and forms purchased for this Agreement or its residual value to COUNTY.
- 4.6.2 Prior to the termination of the Agreement, CONTRACTOR may use furniture purchased for this Agreement, in exchange for services or equipment of equal value, as approved by COUNTY.
- 4.6.3 COUNTY will determine the residual value of all assets should the CONTRACTOR opt to return the residual value of the assets in place of the assets.

4.7 COMPLAINT RESOLUTION PROCEDURES

- 4.7.1 CONTRACTOR shall establish a procedure to resolve complaints, and provide such procedure to the COUNTY within 15 business days after Agreement effective date.
- 4.7.2 CONTRACTOR shall notify the COUNTY, in writing, within five workdays, of receiving a complaint.

4.8 CIVIL RIGHTS COMPLAINT PROCEDURES

- 4.8.1 CONTRACTOR shall provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language.
- 4.8.2 CONTRACTOR shall maintain a log of Civil Rights complaints.
- 4.8.3 CONTRACTOR's Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between CONTRACTOR and the County Contract Administrator and DPSS Civil Rights & Customer Relations Section (CRCR).
- 4.8.4 All CCM/CRLs shall forward all PA 607s to the CCA within two business days.
- 4.8.5 CCM/CRLs shall not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR Section.

5.0 SPECIFIC TASKS

5.1 OVERVIEW OF CASE MANAGEMENT OPERATIONS AND TASK

- 5.1.1 CONTRACTOR is responsible for administering Cal-Learn case management services in accordance with all applicable laws and existing or future State regulations and COUNTY policies and procedures governing Cal-Learn, including but not limited to the California Department of Social Services (CDSS) Manual of Policy and Procedures Eligibility and Assistance Standards Sections 42-762 through 42-769 and the Department of Public Social Services (DPSS) GAIN Program Handbook, Chapter 1800 and its updates, hereinafter referred to as “County Cal-Learn Policies and Procedures.” Any deviation from applicable laws and regulations shall require COUNTY approval prior to implementation.
- 5.1.2 CONTRACTOR is responsible for tracking all caseload activity and reporting on Cal-Learn services, as described below in this Agreement.
- 5.1.3 CONTRACTOR shall provide Cal-Learn services and applicable reporting tasks as specified in this Agreement. These services are not to be provided to the exclusion of any other requirement of law or regulation.
- 5.1.4 CONTRACTOR shall provide Cal-Learn services, pursuant to the Specific Tasks listed in Paragraph 5.0, Subsections 5.1 through 5.18 of this Statement of Work, to each eligible CalWORKs participant without exception; unless, otherwise notified by the COUNTY to cease services or the participant is no longer eligible in accordance with State regulations and COUNTY Cal-Learn Policies and Procedures.

5.2 IDENTIFICATION AND RECRUITMENT OF CAL-LEARN PARTICIPANTS

- 5.2.1 COUNTY shall provide to CONTRACTOR, a weekly Cal-Learn Universe Listing of CalWORKs participants who appear to be eligible for Cal-Learn in CONTRACTOR’s service delivery area. Recruitment may occur through CONTRACTOR co-location at DPSS CalWORKs district offices, as described below in Section 5.15, Co-location at COUNTY Sites or any other means CONTRACTOR and COUNTY deem appropriate.
- 5.2.2 CONTRACTOR may independently identify participants who are eligible for the Cal-Learn Program, as defined by applicable State regulations and COUNTY Cal-Learn Policies and Procedures.
 - 5.2.2.1 When CONTRACTOR identifies a potentially eligible pregnant or parenting teen, CONTRACTOR shall notify GAIN Cal-Learn Line Operations to verify the participant’s CalWORKs and Cal-Learn eligibility on GEARS and the Los Angeles Eligibility Automated Determination, Evaluation And Reporting (LEADER) System. CONTRACTOR shall confirm the status of a potentially

eligible Cal-Learn participant by reviewing GEARS screens: 1) IPCA; 2) MCAP; 3) IPRC; and, 4) ICAS.

- 5.2.2.2 If the minor pregnant or parenting teen identified by the CONTRACTOR is not aided on CalWORKs or is not eligible for Cal-Learn, no Cal-Learn services shall be provided.

5.3 CAL-LEARN NOTIFICATION AND ENROLLMENT

- 5.3.1 Upon identifying a participant as eligible for Cal-Learn, as stated in Section 5.2 above, CONTRACTOR shall enroll participant via GEARS or any other COUNTY approved means.

- 5.3.1.1 Cases shall be assigned to a Cal-Learn Contract Case Manager within four (4) work days of receiving eligibility confirmation from GAIN Cal-Learn Line Operations or receipt of an Inter-County Transfer form (CL 15, Cal-Learn Case Management Inter-County Transfer Form and/or CL 16, Cal-Learn Case Management Inter-County Transfer Summary).

- 5.3.1.2 Within four (4) workdays of assigning a participant to a Cal-Learn Contract Case Manager, CONTRACTOR shall set an orientation appointment date to alert GEARS to automatically initiate the CL 1, to both the eligible teen and the Head of the CalWORKs Assistance Unit, if applicable. The appointment shall be set at least ten (10) workdays from the date the component is opened.

- 5.3.2 Once a participant is assigned to a Contract Case Manager, CONTRACTOR shall create a separate Cal-Learn case file folder for each referred participant. The file folder shall contain all pertinent information related to Cal-Learn services.

For Cal-Learn participants who are referred erroneously and identified as such after the component is opened, the CONTRACTOR shall create a file to document the determination of erroneous referral and reason for exit.

5.4 CAL-LEARN ORIENTATION

- 5.4.1 CONTRACTOR shall provide and conduct Cal-Learn Orientations to Cal-Learn participants, as described in Section 5.3 above. Orientation shall be scheduled within twenty (20) workdays of Cal-Learn enrollment.

- 5.4.2 Orientation shall abide by applicable State regulations and County Cal-Learn Policies and Procedures.

- 5.4.3 CONTRACTOR is expected to meet a performance outcome for completion of Cal-Learn orientation. For the semi-annual period of the

Agreement, the minimum performance standard is 70 % for all newly enrolled participants, excluding those erroneously referred.

- 5.4.4 Orientation No-Shows – CONTRACTOR is responsible for contacting Cal-Learn participants who do not attend the scheduled orientations and shall continue recruitment efforts through such means as telephone calls, home visits, and/or follow-up letters.

5.5 CASE MANAGEMENT

CONTRACTOR shall provide comprehensive case management, as specified by the Adolescent Family Life Program Standards established by the California Department of Health Services, and all applicable State regulations and County Cal-Learn Policies and Procedures.

5.5.1 Case Plan

Within sixty (60) work days of the completed Cal-Learn orientation appointment, CONTRACTOR shall develop a comprehensive case plan, for each Cal-Learn participant. The purpose of the case plan is to assist participants in graduating from high school, or obtaining its equivalent (GED or California High School Proficiency Certificate). CONTRACTOR shall update the case plan at least once every quarter. The case plan shall abide by State regulations and County Cal-Learn Policies and Procedures.

5.5.2 Cal-Learn Plan Review

CONTRACTOR will monitor each Cal-Learn participant's progress through monthly contacts with the participant, a collateral relative, or a service provider, to determine the effectiveness of the service plan and the participant's progress. If needed, CONTRACTOR shall make necessary changes to the service plan to improve the Cal-Learn participant's progress.

Cal-Learn Contract Case Manager shall act as an advisor, mentor, and role model so that each Cal-Learn participant has someone to trust and rely upon for advice and guidance.

5.6 SUPPORTIVE SERVICES

CONTRACTOR shall evaluate unmet needs for child care, transportation, ancillary services, and other services needed to attend school full-time as defined by the school.

- 5.6.1 CONTRACTOR shall document supportive service needs and forward COUNTY-required transportation and ancillary payment requests and documentation to the GAIN Services Worker, and request for child care to the appropriate Alternative Payment Program (APP) agency.

- 5.6.2 CONTRACTOR shall report changes in status that affect supportive service payments, or overpayments and underpayments, if discovered, to the GAIN Services Worker within five workdays of discovery.
- 5.6.3 CONTRACTOR shall maintain documentation of supportive service requests in the Cal-Learn case record, as required by COUNTY procedures.

5.7 SCHOOL ATTENDANCE AND REPORT CARDS

5.7.1 School Enrollment

Consistent with the stated goals of the Cal-Learn Program, CONTRACTOR shall emphasize the importance of completing a high school education and work with participants to address barriers to school enrollment. Accordingly, CONTRACTOR is expected to meet a performance outcome for enrollment in high school or equivalent program. The minimum performance standard is 60% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled who have completed Cal-Learn orientation.

If the participant is unable to obtain documentation of school enrollment, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and school enrollment information.

5.7.2 Report Card Schedule

CONTRACTOR shall give or mail to the Cal-Learn participant, the CalWORKs payee and the GAIN Services Worker, the initial report card schedule and all updates to the report card schedule. The report card schedule is developed by the Cal-Learn Contract Case Manager within thirty calendar days of the participant's Cal-Learn enrollment and/or as part of the Case Plan. Updates to the report card schedule are developed when the previous report card is due or has been submitted or as necessary during the Case Plan Review. The report card schedule and updates will be on a COUNTY approved form.

CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled in high school or an equivalent program.

5.7.3 School Progress

The Cal-Learn Contract Case Manager shall monitor to ensure that report cards are submitted by the Cal-Learn participant by the report card due

date (within 10 work days after the report card issue date) in accordance with the report card schedule, per Section 5.7.2 above.

If the participant is unable to obtain the report card from the school, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and progress of student.

5.7.4 High School Graduation

CONTRACTOR is expected to meet a performance outcome for high school graduation. For the annual period of the Agreement, the minimum performance standard is 50% of all Cal-Learn participants who are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the eleventh grade, and have not been exited due to loss of CalWORKs eligibility.

5.8 GOOD CAUSE DETERMINATIONS

5.8.1 Good Cause determination is started/evaluated when requested by the Cal-Learn participant. CONTRACTOR shall review the events on which the Cal-Learn participant based the request and provide a recommendation for a sanction, bonus or no bonus/no sanction, with substantiating documentation to the County. The GAIN Services Worker shall review the CONTRACTOR's documentation and recommendation to determine if the Cal-Learn participant does or does not have good cause.

5.8.2 The Cal-Learn Contract Case Manager shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.

5.9 DEFERRALS

5.9.1 CONTRACTOR shall send a deferral recommendation and supporting documentation to the GAIN Services Worker (GSW) for approval and follow State regulations and County Cal-Learn Policies and Procedures.

CONTRACTOR shall continue Cal-Learn case management during the time a Cal-Learn participant is deferred. Supportive Services payments do not continue.

5.9.2 CONTRACTOR shall review deferrals when the deferral period expires, but no less often than every three months.

5.10 EXEMPTIONS

5.10.1 CONTRACTOR shall follow applicable State regulations and COUNTY Cal-Learn Policies and Procedures in recommending an exemption and

send an exemption recommendation and supporting documentation to the GSW for approval.

5.10.2 Cal-Learn services are not provided to teens exempted from Cal-Learn. CONTRACTOR shall review the exemption reason when it expires, but no less than every six months. COUNTY will alert CONTRACTOR via the Cal-Learn Checklist five work days prior to the end of the exemption period that an exemption review will be due.

5.11 REFERRALS

CONTRACTOR shall provide referrals to appropriate community services needed to assist the teen parent to continue in or return to school when the needed services are available and also accessible to the teen parent.

5.11.1 Welfare Fraud Investigation Referrals

CONTRACTOR shall initiate a fraud referral to the GAIN Services Worker if the Cal-Learn participant, the Cal-Learn participant in collusion with a service provider or any family member is suspected of committing welfare fraud. Initial reports/referrals can be verbal or in writing. When making a verbal report, CONTRACTOR is to ensure that a written referral is submitted within three work days of the initial report.

The CONTRACTOR shall notify the GAIN Services Worker **within five business days** when an overpayment is discovered on a Cal-Learn case.

5.11.2 Child/Elder Abuse Investigation Referrals

CONTRACTOR shall report suspected elder abuse or child abuse per existing State mandated reporter requirements. Contractor shall initiate reports to the Department of Children and Family Services or other appropriate authorities, verbally or in writing. When making a verbal report, CONTRACTOR shall ensure that a written report is submitted within three workdays of the initial report.

5.12 CAL-LEARN EXITS

5.12.1 CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility. When the participant no longer qualifies, CONTRACTOR shall take appropriate action and initiate the closure of the participant's Cal-Learn component in no more than five work days from the workday after the date notification was received from the GSW, via the final checklist, that the participant was ineligible.

5.12.2 CONTRACTOR shall ensure the Cal-Learn component closure is effective no later than the last day of the month in which notification of termination is received, teen turns 19 or 20 years old or graduates. When a bonus, sanction, or good cause determination is pending, CONTRACTOR may keep the component open until the end of the month, following the month in which the participant became ineligible. To the extent possible, COUNTY shall notify CONTRACTOR on cases that are to be closed in a specific month at least five working days prior to the end of the month. Information shall be retained and documented in participant's Cal-Learn case folder.

5.12.3 CONTRACTOR shall not be paid beyond the month in which written notification is received from COUNTY that the Cal-Learn participant is no longer eligible except for reasons stated above. CONTRACTOR may not be eligible for payment for any cases where a CONTRACTOR-caused delay occurs in closing a component.

5.13 INTER-COUNTY TRANSFERS (ICT)

5.13.1 For cases being **transferred in** from other counties in California, CONTRACTOR shall assign ICT cases to case managers within four work days of receipt of CL 15 or CL 16. The COUNTY shall provide the date-stamped CL 15 to the CONTRACTOR within three work days from receipt of CL 15.

5.13.2 CONTRACTOR shall forward CL 16 to COUNTY within three workdays of receipt.

5.13.3 CONTRACTOR shall maintain effective controls to ensure proper invoicing of ICT cases. CONTRACTOR may request payment for these cases effective the month in which Cal-Learn services were initiated. In addition, CONTRACTOR shall ensure that previously invoiced ICT cases are not counted as new cases in subsequent invoices once the case is added as new via GEARS.

5.13.4 For cases being **transferred out** to other counties in California, CONTRACTOR shall notify the GAIN Deputy Administrator and initiate Cal-Learn exit procedures, within three work days of receiving notification from the GSW, via the Cal-Learn checklist, of a participant's move to another county.

5.14 INTER-AGENCY TRANSFERS

CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.

5.14.1 Upon verification of participant's change of address from GSW, CONTRACTOR shall transfer those cases that have moved to another service area within Los Angeles County within 10 work days.

For outgoing cases, CONTRACTOR shall confirm the new address service area, notify the new provider per established procedures, receive transfer information from new provider and transfer the case electronically in GEARS.

The receiving agency shall, within four work days of request, provide the name of the new case manager to the sending agency to complete the transfer. Should COUNTY affect CONTRACTOR's ability to transfer a case within the 10 work days, CONTRACTOR shall complete the transfer as soon as possible.

- 5.14.2 In the event that a Cal-Learn participant requires immediate services while a case is in the process of being transferred, CONTRACTOR shall remain responsible for providing services until GEARS is updated and reflects a new Cal-Learn service provider as the responsible provider.
- 5.14.3 CONTRACTOR must ensure proper invoicing on all outgoing and incoming inter-agency transfers, as CONTRACTOR would no longer be eligible for payment in the service month in which the case was transferred out, but will be eligible for payment in the service month in which it received case transfers.

5.15 CO-LOCATION AT COUNTY SITES

CONTRACTOR may utilize COUNTY premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Learn case management. It is expressly understood that this Agreement does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

5.15.1 CONTRACTOR shall:

- 5.15.1.1 Abide by the COUNTY's rules and regulations as described in Section VIII, Paragraph 50.0 of the Agreement
- 5.15.1.2 Keep the occupied area in a clear and sanitary manner.
- 5.15.1.3 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to CONTRACTOR that is installed or placed within the area occupied.
- 5.15.1.4 Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR activities on the premises.
- 5.15.1.5 Upon termination of this Agreement, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by COUNTY,

other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.

5.15.1.6 Permit COUNTY staff to enter the area occupied at any time for the purpose of determining whether the CONTRACTOR's activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required of the COUNTY.

5.15.1.7 Conduct outreach activities at local Department of Public Social Services district offices. COUNTY shall provide to CONTRACTOR, a table, chair and access to a telephone, as needed, when conducting and/or assisting pregnant/teen parents during appointments/interviews with the teen's Eligibility Worker.

5.15.2 Alterations and Improvements to Facilities

5.15.2.1 CONTRACTOR shall make no alterations or improvements to the premises furnished, other than for the installation and placement therein of personal property required for said activities, without the prior written consent of COUNTY. Alterations or improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.

5.15.2.2 All personal property furnished by the CONTRACTOR, including personal property installed or placed on the premises, shall be removed by the Agreement's termination date. In the event of its failure to do so, title thereto shall vest in COUNTY. All alterations, additions, or betterments to the premises furnished by the CONTRACTOR shall remain the property of the COUNTY upon termination of this Agreement.

5.16 ADMINISTRATIVE TASKS

CONTRACTOR shall provide all administrative services necessary to perform the Agreement requirements specified in this agreement as follows:

5.16.1 CONTRACTOR shall ensure that a Contractor Employee Acknowledgement and Confidentiality Agreement, as illustrated in Attachment D, is signed and a copy is on file for each employee prior to his/her commencing work under this Agreement.

- 5.16.2 CONTRACTOR shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in CONTRACTOR's records.
- 5.16.3 CONTRACTOR shall revise internal procedures as required by COUNTY to comply with systems or regulation changes.
- 5.16.4 CONTRACTOR shall provide in-house staff training and maintain a log to ensure the following requirements are met. CONTRACTOR shall update training as necessary to ensure staff understanding of all current and updated regulations, laws, systems and procedures.
 - 5.16.4.1 All public contact staff must be consistently sensitive, understanding, and use sound judgment in recognizing the rights and needs of participants.
 - 5.16.4.2 Staff is trained in sensitivity to language and cultural differences, and will work with participants to address language and cultural barriers to education that participants may demonstrate.
 - 5.16.4.3 All line staff and supervisors understand and correctly apply all provisions of the COUNTY Cal-Learn Plan, State regulations and County Cal-Learn Policies and Procedures, COUNTY requirements, participants' civil rights requirements, confidentiality requirements and welfare fraud and child/elder abuse reporting requirements.
 - 5.16.4.3 Methods are employed to identify and mitigate in a timely manner problems experienced by staff in coping with job stress, workload pressures, and interaction with program participants.
- 5.16.5 CONTRACTOR shall create and maintain Cal-Learn case files. The use of manila folders will be sufficient for this purpose.
 - 5.16.5.1 A file shall be maintained for each Cal-Learn participant and shall include, but not be limited to:
 - 5.16.5.1.1 Cal-Learn Participant's Name and Address;
 - 5.16.5.1.2 CalWORKs Payee Name and Case Number;
 - 5.16.5.1.3 Copies of Notices;
 - 5.16.5.1.4 Case Plan;
 - 5.16.5.1.5 Report Cards and school progress reports, or contractor documentation;

- 5.16.5.1.6 Deferral, Exemption, Bonus, or Sanction Recommendations;
- 5.16.5.1.7 Documentation to substantiate cause recommendations, deferrals and all recommendations made to the GAIN Services Worker;
- 5.16.5.1.8 Service Referrals;
- 5.16.5.1.9 Complaints.

5.16.5.2 A security system shall be maintained to protect the confidentiality of the files.

5.16.5.3 CONTRACTOR shall retain files as required in Record Retention and Inspection, Section VI, Paragraph 47 of the Agreement.

5.16.6 Contract staff at each site shall be available to discuss participant's progress records with COUNTY, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except County-recognized holidays and County-approved Contractor holidays.

Contract Manager or designee shall attend meetings and provide participant progress records and other documentation as requested by COUNTY. COUNTY shall provide a minimum of five work days' notice of scheduled meetings and request for documentation/information.

5.16.7 CONTRACTOR shall maintain a supply of civil rights complaint form PA 607, which will be furnished by the COUNTY as needed during the life of the Agreement. CONTRACTOR shall complete the civil rights complaint form when a Cal-Learn participant has stated that his/her rights have been violated, even when the complaint has been resolved by Contractor. The forms are to be sent within three work days of the complaint with a copy to the CCA, to:

DPSS Civil Rights and Language Services Section
Civil Rights Program Manager
12860 Crossroads Parkway South
City of Industry, California 91746

5.16.8 CONTRACTOR shall be available to consult with COUNTY as needed, in the event compliance procedures are initiated. CONTRACTOR shall also provide records, documents and written statements for State hearing, compliance, and grievance processes when requested by COUNTY within five work days of a telephone call or written notice.

- 5.16.9 Annually or upon demand by COUNTY, CONTRACTOR shall conduct an inventory of all equipment purchased for this Agreement and a copy shall be sent to the CCA.

5.17 REPORTING TASKS

- 5.17.1 CONTRACTOR shall use data from GEARS reports to reconcile with its own records, where applicable. CONTRACTOR shall send to COUNTY, a monthly Ongoing Services Invoice addressed to the CCA. The invoice is due by the fifteenth calendar day of the month for the previous month. The monthly invoice shall be similar in form to the Technical Exhibit 6.3.
- 5.17.2 CONTRACTOR shall provide on a semi-annual basis:
- 5.17.2.1 Summaries of participant success stories, due the fifteenth of the month following the semi annual and annual period of the Agreement.
 - 5.17.2.2 Narratives of types of services provided in-house and through CONTRACTOR's network of service providers, due the fifteenth of the month following the semi-annual and annual period of the Agreement.
- 5.17.3 CONTRACTOR shall complete and provide to the CCA other ad hoc reports as required by COUNTY.

5.18 PERFORMANCE OUTCOME MEASURES

- 5.18.1 CONTRACTOR shall abide by all standards and expectations contained in this Agreement. In addition, the Agreement includes four Performance Outcome Measures, as defined in Attachment A, Section 2.41 and their respective standards reflected as percentages as detailed in Attachment A, Sections 5.4.3, 5.7.1, 5.7.2, and 5.7.4.
- 5.18.2 In assessing financial bonuses and deductions, the following evaluation periods shall be used for the listed Performance Outcome Measures:
- 5.18.2.1 COUNTY shall evaluate CONTRACTOR performance based on orientation completion, report card submission and school enrollment rates during the six-month evaluation period of the Agreement.
 - 5.18.2.2 COUNTY shall evaluate CONTRACTOR performance based on its graduation rate during the annual evaluation period of the Agreement.

- 5.18.3 During any of the aforementioned monitoring periods, should CONTRACTOR performance in all four listed performance outcome measures, for the monitoring period, exceed the standards by larger than the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may be eligible for a payment bonus of \$100 for each percentage point above the standard minus AQL in each of the performance outcome measures.
- 5.18.4 During any of the aforementioned monitoring periods, should CONTRACTOR performance in all four listed performance outcome measures, for the monitoring period, fall below the standards minus the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may receive a payment deduction of \$100 for each percentage point below the standard minus the AQL in each of the performance outcome measures.
- 5.18.5 Ceilings on bonuses and floors on deductions shall not exceed ten percent (10%) of CONTRACTOR's monthly payment issued during the performance outcome measures' evaluation period, as described in Agreement Part V, Paragraph 3.13. The highest monthly payment in the evaluation period ending August 2009 shall be used in making this assessment. Bonuses and deductions will be assessed one time during a contract year.
- 5.18.6 GEARS data shall be utilized in determining CONTRACTOR performance on performance outcome measures.
- 5.18.7 Should rates in any of the performance outcome measures exceed or fall below the standards, COUNTY at its discretion shall meet with CONTRACTOR to evaluate the appropriateness of the standards and/or methodology in arriving at the standard. COUNTY shall retain sole discretion in making a determination on the appropriateness of the standards based on CONTRACTOR input.
- 5.18.8 CONTRACTOR may request consideration to waive performance standards as discrepant. However, for the purposes of imposing bonuses or deductions, the evaluation periods shall follow the time frames noted above.
- 5.18.9 COUNTY shall provide to CONTRACTOR copies of all monitoring reports and appropriate supporting data, which may include data files that support CONTRACTOR performance rates. These will be provided on a monthly basis as well as cumulatively for the timeframe for each outcome measure. COUNTY reserves the right to determine the appropriateness of providing supporting information.

TECHNICAL EXHIBIT 6.0
PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1. INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Agreement. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

A listing of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Agreement and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Agreement and Statement of Work. In addition, the PRS is not meant to be a conclusive list of all monitored items. The COUNTY will monitor for the entire provisions in the Agreement. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Agreement, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis for penalties.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. The COUNTY will work with the CONTRACTOR to help resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

6.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart follows the PRS as Technical Exhibit 6.1 and provides the following:

- 6.2.1 Lists the Agreement requirements considered most critical to acceptable contract performance (Column 1 of chart).
- 6.2.2 Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

- 6.2.3 Defines the Standard of performance for each required service (Column 3 of chart).
- 6.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalty amounts and/or points (Column 4 of chart).
- 6.2.5 Shows the amount of unsatisfactory performance indicator amounts and/or points that may be assessed for exceeding the AQL (Column 6 of chart). These indicators may serve as the baseline for assessing liquidated damages.

6.3 QUALITY ASSURANCE

CONTRACTOR performance will be compared to the Agreement standards and acceptable quality levels (AQL's) using the COUNTY's Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

- 6.3.1 Review of Reports, Statistical Record and Files.
- 6.3.2 User Complaints.
- 6.3.3 Random Sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For random sample tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.
- 6.3.4 Site visits.

6.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

- 6.4.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (see Technical Exhibit 6.2) will be issued.
- 6.4.2 If a CDR is issued, it will be sent to the Contract Manager or alternate.

6.4.3 Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within 10 business days.

6.4.4 The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to deem it an unsatisfactory performance for the month.

6.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard, and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance;

Lot Size - the total number of units or services provided during the sample period;

Sample Size - The number of units to be checked for a given time period; and

Acceptance/Rejection Numbers - The numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often the CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

The *Unsatisfactory Performance Indicator (UPI)* penalty points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL

When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may require the service be properly performed prior to the next scheduled performance review.

6.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.7 UNSATISFACTORY PERFORMANCE REMEDIES

When CONTRACTOR performance does not conform with the requirements of this contract, the COUNTY shall have the right to apply the following non-performance remedies:

- 6.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 6.7.2 Assess penalty points for each Unsatisfactory Performance Indicator per month that exceeds the allowable AQL. Should the monthly total of penalty points exceed 50 in any given month, CONTRACTOR shall be required to meet with COUNTY and address specific plans to immediately rectify deficiencies. Provisions included in Agreement Section VIII, Paragraph 24.0, "COUNTY's Quality Assurance Plan" will apply to these occurrences.
- 6.7.3 Suspend or cancel the Agreement for systematic, deliberate misrepresentations. This does not preclude COUNTY's right to terminate the Agreement upon 30 days written notice with or without cause, as provided for in this Agreement Section VIII, Paragraph 53.0, *Termination for Convenience*, herein above.
- 6.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be offset against CONTRACTOR's future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 13.0 and 7.0.</u> - Complies with all laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities.	Notices posted. Instances of abuse reported.	Notices posted in CONTRACTOR facilities and easily accessible to employees. Instances of abuse reported timely.	0%	User complaint and/or on-site investigation. Review of records.	5 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 10.0 – Complaints & Attachment A, Section 4.7, Complaint Resolution Procedures and 4.8, Civil Rights Complaint Procedures.</u>	Contractor has procedures in place to receive, investigate and respond to user complaints.	Submits, within 15 business days of contract effective date, policy on handling complaints. Provides updates to plans timely. Notifies CCA of status of investigations within 5 days of receiving complaints. Provides copies of responses to complaints within 3 business days. For civil rights complaints, completes the necessary civil rights complaint form and forwards it correctly and timely.	5%	On-site visits, user complaints or random sample.	5 points per incident in failing to report a complaint on a timely basis.
<u>Agreement Section VIII, 15.0 - Confidentiality.</u>	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of agreement in CONTRACTOR files. No unauthorized release of information.	0%	Random sample user complaint.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 17.0 - Consideration to Hire GAIN/GROW Participants.</u>	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer participants.	0%	Periodic review of records.	5 points for each failure to comply with CCA requests.
<u>Agreement Section 21.3 and Attachment A, Section 1.3.3.3, 4.1.1, 4.1.3, 4.1.4, and 4.1.5 - Personnel Qualifications</u>	Contractor Staffing Qualifications. Bilingual Certification Process.	CONTRACTOR staff posses the needed training, background and meet the APLP guidelines to provide Cal-Learn Case Management Services. CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s).	0%	On-site review of Contractor's records. On-site review of Contractor's records.	10 points per incident. 10 points per incident.
<u>Agreement Section VIII, 21.3 and Attachment A, Section 1.3.3.4 and 4.1.6 - Criminal Background Checks</u>	Criminal Background Checks.	Conduct criminal background checks to ensure CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.	0%	On-site review of Contractor's criminal clearance records.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Section 1.3 - Key CONTRACTOR Personnel.	Provide at contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0%	Notification by U.S. mail, e-mail, or telephone.	5 points per day for late notification.
Attachment A, Section 1.4 Quality Control Plan (QC).	Contractor provides QC Plan and any subsequent revisions upon CCA request. Contractor maintains QC review records and provides upon CCA request.	QC Plan received by CCA on Agreement start date. Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	0%	Review of plan and revised plans. Periodic review of records	5 points per day late. 1 point per item deficient. 5 points per incident.
Attachment A, Section 4.1.2 - Staffing Levels	Contractor Staffing Levels.	Maintains staffing levels as approved by DPSS. Obtains prior approval from DPSS should CONTRACTOR determine that provided services requires additional or fewer staff.	0%	Review of Contractor's budget and on-site review of Contractor's records.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Section 5.4 - Orientation of Cal-Learn Participants (outcomes)	Rate of newly enrolled Cal-Learn participants that have attended Cal-Learn Orientation..	At minimum, 70% of all newly enrolled participants complete Cal-Learn orientation. 1) Orientation shall be scheduled within twenty (20) workdays of enrollment; 2) CONTRACTOR is expected to meet a performance outcome for completion of orientation; 3) CONTRACTOR is responsible for contacting participants who do not attend the scheduled orientation.	5%	Semi-annual review of data on completion of orientation of all those scheduled for orientation.	\$100 deduction for each percentage point below 65%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 75%, subject to provisions in Attachment A, Section 5.18.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.5 – Case Management</u>	Case Plan and Cal-Learn Plan review	<p>CONTRACTOR shall develop a comprehensive case plan for each Cal-Learn participant within sixty (60) work days of the completed Cal-Learn orientation appointment.</p> <p>CONTRACTOR shall update the case plan at least once every quarter.</p> <p>CONTRACTOR shall monitor each Cal-Learn participant's progress monthly.</p>	5%	Random sampling of participant's records.	1 point for each percentage point in excess of the AQL.
<u>Attachment A, Section 5.6 – Supportive Services</u>	<p>Supportive services needs are evaluated and documented.</p> <p>Change in supportive services status reported to GSW within (5) five workdays.</p>	<p>CONTRACTOR shall evaluate unmet needs for child care, transportation, and other services needed to attend school full-time.</p> <p>CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures.</p>	3%	Site visits and review of randomly selected participant cases.	5 points per percentage point exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.7</u> - School Enrollment Rate	Rate of school enrollment for all teens that have completed Cal-Learn orientation.	CONTRACTOR is expected to meet a performance outcome for enrollment of high school or equivalent program. The minimum performance standard is 60% of all Cal-Learn participants enrolled who have completed orientation.	5%	Semi-annual review of data on school enrollment.	\$100 deduction for each percentage point below 55%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 65%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7</u> - Report Card Schedule - Submission Rate	Rate of report cards received for all Cal-Learn participants that are enrolled in school. The report card schedule shall be developed within thirty calendar days of the participant's Cal-Learn enrollment	CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled in high school or an equivalent program.	5%	Semi-annual review of data on report cards due and submitted.	\$100 deduction for each percentage point below 45% subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 55%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7</u> - High School Graduation Rate	Rate of high school completion for all Cal-Learn participants that have completed the 11 th grade and are enrolled in school.	At minimum, 50% of all Cal-Learn participants that are enrolled in a program, have completed the 11 th grade and have not been exited due to loss of CalWORKs eligibility.	10%	Annual review of data on high school completion	\$100 deduction for each percentage point below 40%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 60%, subject to provisions in Attachment A, Section 5.18.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.8 – Good Cause Determinations</u>	Good Cause Determinations	Cal-Learn participant requests Good Cause Determinations. CONTRACTOR reviews and provides a recommendation for a sanction, with supporting documentation to the GSW.	3%	User complaints or random sample.	5 points for exceeding AQL.
<u>Attachment A, Section 5.9 and 5.10 – Deferrals and Exemptions</u>	Deferrals and Exemptions	CONTRACTOR shall send a deferral recommendation and supporting documentation to the GSW for approval and review deferral when the deferral period expires, but not less often than every three (3) months. CONTRACTOR shall review exemptions when exemption period expires, but not less often than every six (6) months.	5%	Case Review, GEARS Screen, and GEARS Reports.	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.11 Referrals</u>	Referrals to the appropriate community services, and for Welfare Fraud Investigation and Child/Elder Abuse Investigation	<p>CONTRACTOR provides referrals to appropriate community services agencies to assist participants.</p> <p>CONTRACTOR shall initiate a fraud referral to GSW for suspected Welfare Fraud. Verbal report followed up with written report within three (3) work days of the initial report.</p>	0%	Random sample or user complaints.	5 points for exceeding AQL.
<u>Attachment A, Section 5.12 – Cal-Learn Exits</u>	Cal-Learn Exits	CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.13</u> <u>Inter-County</u> <u>Transfers (ICT)</u>	Inter-County Transfers	CONTRACTOR shall assign ICT cases to case managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties. CONTRACTOR shall forward CL 16 to County within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.14</u> <u>Inter-Agency</u> <u>Transfers</u>	Inter-Agency Transfers	CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.15</u> <u>Co-Location at</u> <u>County Sites</u>	Co-Location at County Sites	CONTRACTOR shall utilize County premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Lean services	0%	Site Visits	5 points per percentage point exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.16 Administrative Tasks</u>	Administrative Tasks	CONTRACTOR shall provide all administrative services necessary to perform the Agreement requirements specified in this Agreement	5%	On-Site review, user complaints or random sample.	1 point per incident of non-compliance.
<u>Section V, 3.0, Attachment A, 5.17 Reporting Tasks</u>	Timely Invoices and reports submitted	<p>CONTRACTOR shall submit an accurate monthly invoice by the 15th calendar day following the report month.</p> <p>CONTRACTOR shall provide by the fifteenth of the month following the semi-annual and annual period of the Agreement, summaries of participant success stories and narratives of the type of services provided</p> <p>CONTRACTOR shall submit ad hoc reports as required by the County.</p>	0%	Review of invoices and GEARS reports.	\$100 per each day late.

TECHNICAL EXHIBIT 6.2
CONTRACT DISCREPANCY REPORT

SAMPLE CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
Returned by CONTRACTOR: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA Date _____

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

Signature of Contract Manager Date _____

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of QAE/CCA Date _____

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

CCA's Signature and Date

Contract Representative's Signature and Date

ATTACHMENT B
CONTRACTOR BUDGET AND EMPLOYEE BENEFITS

CONTRACT BUDGET

PROJECT NAME: Cal-Learn

CONTRACTOR: EL NIDO FAMILY CENTERS CONTACT PERSON: Liz Herrera
 CONTRACT PERIOD: 09/01/06 - 8/31/09 TELEPHONE NUMBER: (818) 830-3646

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)	Total Cost
<u>Case Management/Administrative Staff:</u>	
Salaries	\$ 4,810,032
Fringe Benefits	\$ 1,409,837
Personnel Subtotal	\$ 6,219,869

OPERATING COSTS (1)	Monthly Cost	Yearly Cost
Equipment *	\$0	\$0
Supplies	\$13,600	\$489,600
Mileage (\$.485/ mile x 14,000miles/mo.)	\$6,790	\$244,440
Computers, Printer & Software (2)	\$0	\$0
Printing/Postage	\$1,200	\$43,200
Provider Training/Health Promo/Education	\$1,300	\$46,800
Rent	\$12,888	\$463,971
Utilities	\$1,500	\$54,000
Telephones , Cell Phone, Pagers & Internet	\$3,410	\$122,760
Facility /Maintenance	\$4,650	\$167,400
Other (See Attatchment II for details)	\$5,165	\$185,940
Operating Costs - Subtotal	\$50,503	\$1,818,111

INDIRECT COSTS (List all appropriate)
 (10.80% of TOTAL SALARIES COSTS (\$522,624 / \$4,810,032)

Indirect Cost - Subtotal	\$14,517	\$ 522,624
Total Administrative Cost		\$ 8,560,604

DIRECT SERVICES COSTS:

DIRECT SERVICES	
Type of Service caseload multiplied by cost per case (Sub-contracting)	\$ -
Grand Total Contract Cost	\$ 8,560,604

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

CONTRACTOR: EL NIDO FAMILY CENTERS
CONTRACT PERIOD: 09/01/06 - 8/31/09

CONTACT PERSON: Liz Herrera
TELEPHONE NUMBER: (818) 830-3646

Other Operating Costs	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Audit & Accounting	\$ -	\$ -
Employee Recruitment & Advertising	\$ -	\$ -
Office Equipment Maintenance, Lease & Rental	\$ 2,650	\$ 95,400
Property Tax	\$ -	\$ -
Property & Liability Insurance	\$ 2,515	\$ 90,540
Office Maintenance	\$ -	\$ -
Bank & Payroll Services Fees	\$ -	\$ -
Van Operating costs, maintenance & repairs	\$ -	\$ -
Miscellaneous expenses	\$ -	\$ -
Operating Costs - Subtotal	\$ 5,165	\$ 185,940

PERSONNEL SCHEDULE

CONTRACTOR: EL NIDO FAMILY CENTERS
CONTRACT PERIOD: 09/01/06 - 8/31/09

CONTACT PERSON: Liz Herrera
TELEPHONE NUMBER: (818) 830-3646

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF CONTRACT	TOTAL COST
SEE ATTACHMENT I								
Total Salaries:					\$ 133,362.00	\$ 4,810,032.00		\$4,810,032

EMPLOYEE BENEFITS BY CLASSIFICATION	ALL POSITION CLASSIFICATION					TOTAL
Health Plan (2)	550,445					
Dental Plan	8,248					
Retirement	240,052					
SUI	62,655					
Social Security	367,962					
Worker's Compensation	112,975					
Long Term Disability	31,631					
Life Insurance	29,869					
Employee Assistant Program	6,000					
Fringe Benefit Subtotal	1,409,837	\$0.00	\$0.00	\$0.00	\$0.00	\$1,409,837
Total # of Positions by Classification						
Total Fringe Benefits (3):	1,409,837	\$0.00	\$0.00	\$0.00	\$0.00	\$1,409,837

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

ATTACHMENT I

CONTRACTOR:
CONTRACT PERIOD:

EL NIDO FAMILY CENTERS
09/01/06 - 8/31/09

CONTACT PERSON:
TELEPHONE NUMBER:

Liz Herrera
(818) 830-3646

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/ HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF CONTRACT	TOTAL COST
Alund, Lizz	Program Director	1	\$ 5,520	24.50%	\$ 1,352	\$ 48,672	"	\$ 48,672
Mollinedo, Rosemary	Program Director	1	\$ 5,560	64.50%	\$ 3,586	\$ 129,096	"	\$ 129,096
Guzman, Margie	Program Director	1	\$ 4,823	42.50%	\$ 2,050	\$ 73,800	"	\$ 73,800
Short, Jennifer	Program Director	1	\$ 5,369	17.00%	\$ 913	\$ 32,868	"	\$ 32,868
Carnes, Vicki	Associate Director	1	\$ 7,624	27.00%	\$ 2,058	\$ 74,088	"	\$ 74,088
Silva, Ana	Grants Administrator	1	\$ 4,232	27.00%	\$ 1,143	\$ 41,148	"	\$ 41,148
Alper, Laurie	Program Analyst	1	\$ 4,550	70.00%	\$ 3,185	\$ 114,660	"	\$ 114,660
Thompson, Leon	Program Manager	1	\$ 4,823	37.50%	\$ 1,809	\$ 65,124	"	\$ 65,124
Castro, Eugenia	Supervisor	1	\$ 3,711	30.25%	\$ 1,123	\$ 40,428	"	\$ 40,428
Beazer(Murphy), Dorothy	Supervisor	1	\$ 3,710	100.00%	\$ 3,710	\$ 133,560	"	\$ 133,560
Mc Campbell, Semora	Supervisor	1	\$ 4,218	100.00%	\$ 4,218	\$ 151,848	"	\$ 151,848
Joma, Marthar C.	Supervisor	1	\$ 3,710	45.75%	\$ 1,697	\$ 61,092	"	\$ 61,092
Latorre, Silvia	Supervisor	1	\$ 4,490	37.50%	\$ 1,684	\$ 60,624	"	\$ 60,624
Sanchez, Cally	Program Assistant	1	\$ 2,665	50.00%	\$ 1,333	\$ 47,988	"	\$ 47,988
Williams, Gail	Program Assist./Case Manager II	1	\$ 3,093	100.00%	\$ 3,093	\$ 111,348	"	\$ 111,348
Mancillas, Maribel	Program Assist./Case Manager II	1	\$ 2,734	100.00%	\$ 2,734	\$ 98,424	"	\$ 98,424
Sebastian, Marcia	Program Assist./Case Manager II	1	\$ 3,668	100.00%	\$ 3,668	\$ 132,048	"	\$ 132,048
Rodriguez-Diaz, Elena(Maria)	Case Manager	1	\$ 3,045	100.00%	\$ 3,045	\$ 109,620	"	\$ 109,620
Collins, Kimberly	Case Manager	1	\$ 2,885	100.00%	\$ 2,885	\$ 103,860	"	\$ 103,860
Felix, Rosa	Case Manager	1	\$ 2,813	100.00%	\$ 2,813	\$ 101,268	"	\$ 101,268
Odom, John	Case Manager	1	\$ 2,562	50.00%	\$ 1,281	\$ 46,116	"	\$ 46,116
Torres, Diane	Case Manager	1	\$ 2,896	100.00%	\$ 2,896	\$ 104,256	"	\$ 104,256
Hickson, Laura	Case Manager	1	\$ 2,972	100.00%	\$ 2,972	\$ 106,992	"	\$ 106,992
Myrie (Heron), Myrna	Case Manager	1	\$ 2,848	100.00%	\$ 2,848	\$ 102,528	"	\$ 102,528
Barlow, Kathrin	Case Manager	1	\$ 2,562	100.00%	\$ 2,562	\$ 92,232	"	\$ 92,232
Del-Rosario, Diana	Case Manager	1	\$ 2,683	100.00%	\$ 2,683	\$ 96,588	"	\$ 96,588
Holmes, Kimberly	Case Manager	1	\$ 2,736	100.00%	\$ 2,736	\$ 98,496	"	\$ 98,496
Wilkinson, Elvira	Case Manager	1	\$ 2,656	60.00%	\$ 1,594	\$ 57,384	"	\$ 57,384
Thomas, Robert	Case Manager	1	\$ 2,737	100.00%	\$ 2,737	\$ 98,532	"	\$ 98,532
Abrams, Neydi	Case Manager	1	\$ 2,791	100.00%	\$ 2,791	\$ 100,476	"	\$ 100,476
Jimenez, Giselle	Case Manager	1	\$ 2,736	100.00%	\$ 2,736	\$ 98,496	"	\$ 98,496
Gutierrez, Beatriz	Case Manager	1	\$ 2,993	100.00%	\$ 2,993	\$ 107,748	"	\$ 107,748
Earl, Wanda	Case Manager	1	\$ 2,562	100.00%	\$ 2,562	\$ 92,232	"	\$ 92,232
Gonzalez, Beatrice	Case Manager	1	\$ 2,736	100.00%	\$ 2,736	\$ 98,496	"	\$ 98,496
Watkins Jr, Raymon	Case Manager	1	\$ 2,562	100.00%	\$ 2,562	\$ 92,232	"	\$ 92,232
Carrillo, Victoria	Case Manager	1	\$ 2,562	100.00%	\$ 2,562	\$ 92,232	"	\$ 92,232
Bemis, Vikki	Case Manager	1	\$ 2,562	100.00%	\$ 2,562	\$ 92,232	"	\$ 92,232
Montgomery, Teresa	Case Manager	1	\$ 3,379	100.00%	\$ 3,379	\$ 121,644	"	\$ 121,644
Aceves, Anna	Case Manager	1	\$ 2,562	100.00%	\$ 2,562	\$ 92,232	"	\$ 92,232
McKenzie, Nicole	Case Manager	1	\$ 2,562	100.00%	\$ 2,562	\$ 92,232	"	\$ 92,232
Guzman, Maritza	Case Manager	1	\$ 2,562	100.00%	\$ 2,562	\$ 92,232	"	\$ 92,232
Garlinger, Cheryl	Case Manager	1	\$ 2,562	100.00%	\$ 2,562	\$ 92,232	"	\$ 92,232
Stewart, Brenda	Case Manager	1	\$ 2,538	100.00%	\$ 2,538	\$ 91,368	"	\$ 91,368
LeConte, Sara	Case Manager	1	\$ 2,562	100.00%	\$ 2,562	\$ 92,232	"	\$ 92,232
Guzman, Rosa	Office Supervisor	1	\$ 3,357	23.25%	\$ 781	\$ 28,116	"	\$ 28,116
Galloway, Beverly	Office Supervisor	1	\$ 2,615	95.00%	\$ 2,484	\$ 89,424	"	\$ 89,424
Castro, Virginia	Office Supervisor	1	\$ 3,092	37.75%	\$ 1,167	\$ 42,012	"	\$ 42,012
Arias, Claralicia	Admin. Assistant	1	\$ 2,274	79.50%	\$ 1,808	\$ 65,088	"	\$ 65,088
Ego-Aguirre, Soledad	Admin. Assistant	1	\$ 2,457	95.00%	\$ 2,334	\$ 84,024	"	\$ 84,024
Torres, Norma	Admin. Assistant	1	\$ 2,738	23.25%	\$ 637	\$ 22,932	"	\$ 22,932
Chapman, Paula	Data Entry	1	\$ 2,738	100.00%	\$ 2,738	\$ 98,568	"	\$ 98,568
Ortiz, Elvira	Data Entry	1	\$ 2,738	75.00%	\$ 2,054	\$ 73,944	"	\$ 73,944
Arriola, Marisol	Data Entry	1	\$ 2,738	100.00%	\$ 2,738	\$ 98,568	"	\$ 98,568
Portillo, Dianna	Data Entry	1	\$ 2,562	77.00%	\$ 1,973	\$ 71,028	"	\$ 71,028
Torres, Mary	Data Entry	1	\$ 2,738	70.00%	\$ 1,917	\$ 69,012	"	\$ 69,012
Lopez, Elvia	Data Entry	1	\$ 2,297	37.50%	\$ 861	\$ 30,996	"	\$ 30,996
Velasquez, Raul	Receptionist	1	\$ 1,855	23.25%	\$ 431	\$ 15,516	"	\$ 15,516
Sansoval, Sonia	Receptionist	1	\$ 2,120	37.75%	\$ 800	\$ 28,800	"	\$ 28,800
Child Care	Child care	4	7.5/hour	100.00%		\$ 9,000	"	\$ 9,000
Total Salaries:					\$ 133,362	\$ 4,810,032		\$ 4,810,032

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME:

Cal-Learn

CONTRACTOR:

EL NIDO FAMILY CENTERS

CONTACT PERSON:

Liz Herrera

CONTRACT PERIOD:

09/01/06 - 8/31/09

TELEPHONE NUMBER:

(818) 830-3646

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Case Management	1,184	200.84	\$ 8,560,604.00
2				
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
Total Direct Services Cost				\$ 8,560,604.00

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

(Project name, Project #)

Fiscal Year: 09/01/06 - 8/31/09

MOU Date: _____

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
	N/A			
GRAND TOTAL				\$0.00

DPSS Review / Approval (circle one)

Title:

Date: _____

Justification Submitted		Yes	No
-------------------------	--	-----	----

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

EMPLOYEE BENEFITS

CONTRACTOR

EL NIDO FAMILY CENTERS

CONTRACT PERIOD:

09/01/06 - 8/31/09

Position Classification

Medical Insurance/Health Plan (1)

Employer Pays \$343.00

Employee Pays \$0.00

Total Premium \$343.00

Annual Deductible:

Employee \$

Family \$

Coverage (check all applicable):

☒
☒
☒
☒
☒
☒
☒
☒
☒

Hospital Care : Inpatient \$ 100 Outpatient \$ 15
X-Ray & Laboratory
Surgery
Office Visits
Pharmacy
Maternity
Mental Health/Chemical Dependency, Inpatient
Mental Health/Chemical Dependency, Outpatient

Dental Insurance

Employer Pays \$5.14

Employee Pays

Dental PMI \$9.24

Total Premium \$14.38

Dental PPO \$26.42

\$31.56

Life Insurance 2 x Annual salary @ \$.26 per \$1,000

Long Term Disability Insurance .66% per \$1,000

Employee Assistant Program 0.10%

Employer Pays 100%

Employee Pays \$

Total Premium \$

Vacation

Number of Days:

12 days after 1st year, and

Any Increase After

2nd year to 5th year of employment, increase to 17 days
after 6th year increase 1 day per year up to 22 days maximum

Sick Leave

Number of Days:

12 days per year

Any Increase or Accumulation, Number of Days or Hours

450 hrs maximum

Holidays

Number of Days:

11 days per year

Retirement

Employer Pays Average 5.76% base on salary

Employee Pays Optional

Total

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

Cal-Learn Budget Justification Narrative

CONTRACTOR:	EL NIDO FAMILY CENTER	CONTACT PERSON:	Liz Herrera
CONTRACT PERIOD:	09/01/06 - 8/31/09	TELEPHONE NUMBER:	(818) 830-3646

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits	<u>FTE</u>	<u>Total Cost</u>
<u>Case Management/Administrative Staff:</u>		
Case Manager Responsible for ensuring pregnant and parenting teenage clients are provided a comprehensive program of services based on a professional assessment of their needs and availability of community resources, providing home visits, as necessary, to meet clients' needs	2610.0%	\$2,566,188
Program Director Responsible for managing the day to day operations of the program at either one large site or multiple smaller sites, including the administrative and case work supervision of the program. Represents El Nido in the community and provides strong leadership to staff and program	148.5%	\$284,436
Associate Director Responsible for program development. Works with executive and senior management staff in planning, developing, and enhancing existing services. Supervises Program Directors, Program Manager, Grants Administrator & Program Analyst. Represents Agency at relevant professional, contractual and community collaborations.	27.0%	\$74,088
Grants Administrator Works with Associate Director, Program Analyst, and Program Directors to ensure that contract development and reporting takes place in timely and complete manner. Is responsible for assessing outcomes and client satisfaction. Prepares semi-annual narrative report.	27.0%	\$41,148
Program Analyst Plans and conducts quality assurance activities to assure contract compliance and quality control for the contract. Prepares reports on contract outcomes, assists in preparing Monthly Management Report and invoice. Provides training to program staff on policies and procedures of CLRN Program	70.0%	\$114,660
Program Manager Responsible for managing the day to day operations of the program at a single smaller site. Including the administrative and case work supervision of the program. Represents El Nido in the community and provides leadership to staff and program. Directly supervises at least one team of case managers.	37.5%	\$65,124
Program Assistant/Case Manager Responsible for assisting the teen parent supervisor with program-specific administrative activities.	350.0%	\$389,808
Supervisor Responsible for overseeing the work of a unit or group of case managers, creating a supportive, productive work environment; and for meeting agency/contract performance objectives. Primary responsibilities include the supervision and training of staff as well as quality control.	313.5%	\$447,552
Data Entry Clerk	459.5%	\$442,116

Cal-Learn Budget Justification Narrative

CONTRACTOR:	<u>EL NIDO FAMILY CENTER</u>	CONTACT PERSON:	<u>Liz Herrera</u>
CONTRACT PERIOD:	<u>09/01/06 - 8/31/09</u>	TELEPHONE NUMBER:	<u>(818) 830-3646</u>

ADMINISTRATIVE COSTS:

Operates a data processing computer, performs data entry and verification, provides computer generated reports data/report discrepancies.

Office Supervisor	156.0%	\$159,552
--------------------------	--------	-----------

Assists agency managers/supervisors or other senior level management in the performance of office duties involving complex, clerical, secretarial, and various administrative work; ensures that office runs smoothly and efficiently

Administrative Assistant	197.8%	\$172,044
---------------------------------	--------	-----------

Provides a variety of administrative and skilled clerical support to managers and staff in regional offices or other departments; and ensures office runs smoothly and efficiently

Receptionist	61.0%	\$44,316
---------------------	-------	----------

Answers phones, greets clients and performs a variety of clerical duties in support of the program

Child Care Provider

Responsible for providing nurturing, developmentally appropriate, child care for children of El Nido clients who are participating in on-site activities	200.0%	\$9,000
--	--------	---------

Total Salaries		\$4,810,032
-----------------------	--	--------------------

Fringe Benefits:

Percentage

Health Plan	11.62%	\$558,693
Retirement	4.99%	\$240,052
Social Security	7.65%	\$367,962
SUI	1.30%	\$62,655
Workers Compensation	2.35%	\$112,975
Life Insurance	0.62%	\$29,869
Long Term Disability	0.66%	\$31,631
Employee Assistant	0.12%	\$6,000

Total Fringe Benefits	<u>29.31%</u>	<u>\$1,409,837</u>
------------------------------	----------------------	---------------------------

Total Personnel		\$6,219,869
------------------------	--	--------------------

Cal-Learn Budget Justification Narrative

CONTRACTOR: EL NIDO FAMILY CENTER
CONTRACT PERIOD: 09/01/06 - 8/31/09

CONTACT PERSON: Liz Herrera
TELEPHONE NUMBER: (818) 830-3646

ADMINISTRATIVE COSTS:

OPERATING COSTS (1)	Yearly Cost
<u>Equipment:</u>	
Total Equipment	\$0
<u>Supplies:</u>	\$489,600
Office & Client supplies: Includes, for example, copy paper, pens, printer ink, incentives, refreshments, emergency supplies for clients, personal computers, monitors and printers.	
<u>Mileage:</u>	\$244,440
Approximately 14,000 miles/mo x36 mos x \$.485 /miles	
Travel on Agency business (home visits, meetings & conferences)	\$0
<u>EDP Equipment:</u>	
	\$43,200
<u>Printing/Postage:</u>	
Services and costs for mail to clients and other correspondence as well as messenger service to agency offices, DPSS, etc.	\$46,800
<u>Provider Training/Education:</u>	\$463,973
Technical assistance and training for staff, individually and as a group	
<u>Rent:</u>	\$54,000
Portion of facilities cost for Manchester, Carson, Antelope Valley, Inglewood and Pacoima offices	
<u>Utilities:</u>	\$122,760
Portion of utilities costs for Manchester, Carson, Inglewood, Antelope Valley and Pacoima offices	
<u>Telephones:</u>	\$167,400
Telephone, pagers, cellular phones and internet services	
<u>Facility Maintenance:</u>	\$185,940
Portion of facilities maintenance (janitorial, waste/trash/pest control) and security alarm services for Manchester, Carson, Inglewood, Antelope Valley and Pacoima	
<u>Other:</u>	
Included office equipment maintenance, lease and rental, property & liability insurance related to program.	
Operating Costs - Subtotal	\$1,818,113
INDIRECT COSTS (List all appropriate)	\$522,622
Includes all administrative overhead salaries, benefits and indirect costs needed to operate the program.	
Total Administrative Cost	\$8,560,604
Grand Total Contract Cost	\$8,560,604

ATTACHMENT C
SAMPLE MONTHLY INVOICE FORMAT

SAMPLE MONTHLY INVOICE FORMAT
CAL-LEARN CASE MANAGEMENT ONGOING SERVICES INVOICE

I. Current Billing Month and Year:	Invoice Date:
Contractor's Social Security or Taxpayer No.:	Contract No.:
Contractor's Name:	Telephone No.:
Contractor's Address:	
II. Payment requested for Service Month of: _____ Month/Year	\$ _____
III. Cal-Learn participants served during the Service Month	
A. Number of Cal-Learn participants enrolled at the end of last month.	= _____
B. Number of Cal-Learn participants newly enrolled during the service month.	+ _____
C. Number of Incoming Interagency Transfers in the service month.	+ _____
D. Number of Cal-Learn participants transferred to other Contractor in the service month.	- _____
E. Number of Cal-Learn participants exiting Cal-Learn in the month immediately preceding the service month.	- _____
F. Number of Cal-Learn participants exempted at the end of the month immediately preceding the service month.	- _____
G. Total number of Cal-Learn participants served this month (A+B+C-D-E-F=G).	= _____
H. Fixed Fee for cases served (\$205.86 X G=H).	= _____
IV. Invoiced Amount Requested	
A. Performance Penalty Deduction (If applicable).	- _____
B. Miscellaneous Expenses (Specify) _____	- _____
C. Amount Requested For Payment:	= _____
V. Advance Payment Requested Note: Advance Payment Request may be made on 9/06, 7/07, and 7/08 for two months of services, except for 7/09. Advance payment for only one month may be requested.	
A. Estimated Caseload _____ x _____ 2 _____ Months	= _____
Fixed Fee for cases served (\$205.86 X VA)	\$ _____
B. (Total Amount Requesting in Advance)	
VI. Adjustments For Previously Advanced Funds	
A. Amount Requested For Payment (See Current Month Request. Section IV. C Above)	\$ _____
B. Minus one-third of the original advanced funded amount (See Section V. B- Amount to be Reimbursed To County)	- _____
C. Amount Requested For Payment	\$ _____
D. Fiscal Year Cumulative of Advance Reimbursements _____ Month	\$ _____
E. Remaining Balance To Be Reimbursed	\$ _____
F. Total Authorized Advance Funds For Fiscal Year	
_____ CONTRACTOR'S AUTHORIZING SIGNATURE	_____ DATE SIGNED
_____ COUNTY CONTRACT ADMINISTRATOR'S APPROVAL	_____ DATE SIGNED

ATTACHMENT D
COUNTY'S ADMINISTRATION

COUNTY’S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

ATTACHMENT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S

NAME: _____

CONTRACT NO: _____

CONTRACTOR'S MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

ATTACHMENT F

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

ATTACHMENT G

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(CONTINUED)**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT H

INVITATION FOR BID/REQUEST FOR PROPOSALS/GROUNDS FOR REJECTION

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

Los Angeles COUNTY Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of services to be performed by the CONTRACTOR, or (2) participated in any way in developing the Agreement or its service specification; and
- (4) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Agreement do not fall within scope of Code Section 2.180.010 as outlined above.

Liz Herrera, Executive Director

Typed Name and Title of Signer

Signature

Date

ATTACHMENT I

BIDDER'S/OFFEROR'S EEO CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATION

El Nido Family Centers
 Bidder's/Offeror's Name

10200 Sepulveda Boulevard, Suite 350, Mission Hills, California 91345
 Address

95-3186429
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- | | | (circle one) | |
|----|--|---------------------|----|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. | The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. | The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. | Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Liz Herrera, Executive Director
 Name and Title of Signer

Signature

Date

ATTACHMENT J

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES
CERTIFICATION**

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATIONEl Nido Family Centers

Bidder's/Offeror's Name

10200 Sepulveda Boulevard, Suite 350, Mission Hills, California 91345

Address

95-3186429

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION**(circle one)**

- | | | | |
|----|---|-----|----|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. | The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Liz Herrera, Executive Director

Name and Title of Signer

Signature_____
Date

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.	()	()
--	-----	-----

Signature

Date

Name and Title (please type or print)

ATTACHMENT L
CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR
CONTRACTORS/VENDORS

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR CONTRACTORS/VENDORS**

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services, Region IX, placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which include but are not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT M
FEDERAL EARNED INCOME TAX CREDIT NOTICE

ATTACHMENT N
SAFELY SURRENDERED BABY LAW - FACT SHEET

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CAL-LEARN CASE MANAGEMENT AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND FOOTHILL FAMILY SERVICE

**Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411**

SEPTEMBER 2006

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
	RECITALS.....	1
I.	APPLICABLE DOCUMENTS.....	1
II.	TERM OF AGREEMENT.....	2
III.	INTERPRETATION	3
IV.	CONTRACT RATES.....	4
V.	INVOICING AND PAYMENT.....	5
VI.	ADMINISTRATION OF CONTRACT – COUNTY.....	9
VII.	ADMINISTRATION OF CONTRACT – CONTRACTOR	9
VIII.	FURTHER TERMS AND CONDITIONS	12
	1.0 Assignment and Delegation	12
	2.0 Audit Settlement.....	12
	3.0 Authorization Warranty.....	13
	4.0 Budget Reductions.....	13
	5.0 Changes and Amendments of Terms.....	13
	6.0 Charitable Activities Compliance.....	15
	7.0 Child Abuse/Elder Abuse Reporting/Fraud Reporting	15
	8.0 Civil Rights	15
	9.0 Collective Bargaining Contract.....	16
	10.0 Complaints	16
	11.0 Completion of Contract	17
	12.0 Compliance with Jury Service Program	17
	13.0 Compliance with Laws	19
	14.0 Compliance with Wage and Hour Laws/Fair Labor Standards Act.....	20
	15.0 Confidentiality.....	20
	16.0 Conflict of Interest/Contract Prohibited.....	20
	17.0 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment.....	21
	18.0 Consideration of Hiring COUNTY Employees Targeted for Layoff	22
	19.0 CONTRACTOR Responsibility and Debarment	22
	20.0 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law	24
	21.0 CONTRACTOR's Employees.....	24
	22.0 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program	25

<u>Title</u>	<u>Page</u>
23.0 COUNTY Lobbyists.....	26
24.0 COUNTY's Quality Assurance Plan	26
25.0 Covenant Against Fees.....	26
26.0 Disclosure of Information	27
27.0 Disputes	27
28.0 Employment Eligibility Verification.....	27
29.0 Employee Safety	28
30.0 Fiscal Accountability.....	28
31.0 Force Majeure	28
32.0 Governing Law and Venue.....	28
33.0 Government Observations	29
34.0 Indemnification	29
35.0 Independent CONTRACTOR Status.....	29
36.0 Insurance Coverage Requirements.....	30
37.0 General Insurance Requirements	31
38.0 Liquidated Damages	33
39.0 Most Favored Public Entity	35
40.0 Nondiscrimination and Affirmative Action.....	35
41.0 Notices	36
42.0 Notice to Employees Regarding the Federal Tax Earned Income Credit	38
43.0 Notice To Employees Regarding the Safely Surrendered Baby Law	38
44.0 Ownership of Data/Equipment	38
45.0 Proprietary Rights	38
46.0 Records	39
47.0 Records Retention and Inspection	39
48.0 Recycled Bond Paper	41
49.0 Removal of Unsatisfactory Personnel	42
50.0 Rules and Regulations	42
51.0 Subcontracting	42
52.0 Termination for Breach of Warranty to Maintain Compliance With COUNTY's Child Support Compliance Program.....	44
53.0 Termination for Convenience	44
54.0 Termination for Default of the CONTRACTOR.....	45
55.0 Termination for Improper Consideration.....	47
56.0 Termination for Insolvency	47
57.0 Termination for Non-Appropriation of Funds	48
58.0 Timely Completion	48
59.0 Validity	48
60.0 Verbal Discussions.....	48
61.0 Waiver.....	49
62.0 Warranty	49
63.0 Non Exclusivity.....	49
Signatures	50

Page

Attachment A - Statement of Work and Technical Exhibits.....	51
Attachment B - Contractor Budget and Employee Benefits	106
Attachment C - Sample Monthly Invoice Format.....	111
Attachment D - COUNTY's Administration.....	113
Attachment E - CONTRACTOR's Administration.....	115
Attachment F - CONTRACTOR Employee Jury Service	117
Attachment G - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement.....	121
Attachment H - Invitation for Bid/Request for Proposals/Grounds for Rejection.....	124
Attachment I - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification	126
Attachment J - Bidder's/Offeror's Nondiscrimination in Services Certification	128
Attachment K - Charitable Contributions Certification	130
Attachment L - Civil Rights Resolution Agreement Requirements for Contractors/Vendors.....	132
Attachment M - Federal Earned Income Tax Credit	134
Attachment N - Safely Surrendered Baby Law Fact Sheet	135

**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
FOOTHILL FAMILY SERVICE**

This Cal-Learn Case Management Agreement, hereinafter referred to as "Agreement" is made and entered into this _____ day of _____ 2006, by and between the County of Los Angeles, hereinafter referred to as the COUNTY, and Foothill Family Service, hereinafter referred to as the CONTRACTOR. CONTRACTOR is located at 2500 East Foothill Blvd., Suite 300, Pasadena, California 91107.

WHEREAS, COUNTY is authorized to provide these services under California's Welfare and Institutions Code, Section 11331 through 11334, and California Department of Social Services' (CDSS) Manual of Policies and Procedures (MPP), Chapter 42-762 through 42-769, and the COUNTY's Cal-Learn Plan; and

WHEREAS, COUNTY is required to contract for these services under California's Welfare and Institutions Code, Section 11333, and California Department of Social Services' (CDSS) Manual of Policies and Procedures (MPP), Chapter 42-766; and

WHEREAS, CONTRACTOR is a public/private nonprofit agency, is qualified to provide Cal-Learn Case Management Services as set forth hereunder, warrants that it possesses the competence, expertise and personnel necessary to provide such services, and complies with the California Department of Health Services' Adolescent Family Life Planning (AFLP) standards; and

WHEREAS, COUNTY has determined that it is more feasible to obtain such services by this Agreement and CONTRACTOR has been selected for recommendation for award of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

- 1.0** Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, and N as set forth below, are attached to and form a part of this Agreement.
- 2.0** In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

- Attachment A - Statement of Work and Technical Exhibits
- Attachment B - Contractor Budget and Employee Benefits
- Attachment C - Sample Monthly Invoice Format
- Attachment D - COUNTY's Administration
- Attachment E - CONTRACTOR's Administration
- Attachment F - CONTRACTOR's Employee Jury Service
- Attachment G - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- Attachment H - Invitation for Bid/Request for Proposals/Grounds for Rejection
- Attachment I - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- Attachment J - Bidder's/Offeror's Nondiscrimination in Services Certification
- Attachment K - Charitable Contributions Certification
- Attachment L - Civil Rights Resolution Agreement Requirements Contractor/Vendors
- Attachment M - Federal Earned Income Tax Credit Notice
- Attachment N - Safely Surrendered Baby Law Fact Sheet

- 3.0** This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

- 1.0** Subject to the termination provisions set forth herein, the term of this Agreement shall commence on September 1, 2006, or the day after Board of Supervisor's approval, whichever is later, and shall continue through August 31, 2009.
- 1.1** CONTRACTOR shall notify the Department of Public Social Services when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the Department of Public Social Services at the address herein provided in Section V, Invoicing and Payment, Paragraph 4.0, hereunder.
- 2.0** Subject to the COUNTY's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, or breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, the CONTRACTOR shall, upon receipt of notice of termination:

- 2.1** Immediately eliminate all new costs and expenses under this Agreement. In addition, the CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. The CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
- 2.2** Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 3.0** Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for services. CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 2.1 and 2.2 above.

III. INTERPRETATION

The COUNTY Department of Public Social Services is responsible for providing social services and financial assistance to eligible persons in Los Angeles County. The Agreement shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.0 Board of Supervisors

The Board of Supervisors is the governing body of the County of Los Angeles. The Board enacts ordinances and establishes specific regulations for the administration of County departments and special districts. The Board also sets salaries and adopts the final County budget on or before August 1 each year.

2.0 Contract Manager

The individual designated by the CONTRACTOR to administer the Agreement operations after Agreement award.

3.0 Contractor

The Adolescent Family Life Program (AFLP), which has entered into an Agreement with the COUNTY to perform or execute the work covered by the specifications outlined in Section 5.0, Statement of Work.

4.0 COUNTY Contract Administrator (CCA)

The individual designated by the COUNTY who monitors the CONTRACTOR's performance in the daily operation of the Agreement. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

5.0 Department of Public Social Services (DPSS)

Provides cash assistance, benefits and/or social services to needy individuals and families who meet various specific program requirements. Provides services to residents in need of financial assistance to meet their basic needs for food, housing, child care, in-home care and/or medical assistance. In addition, able-bodied adults are provided a variety of services to help them become employed and achieve economic self-sufficiency as quickly as possible. Programs include CalWORKs (formerly AFDC), L.A. GAIN employment services, Cal-Learn for Teen Parents, In-Home Supportive Services, Food Stamps, Medi-Cal, and General Relief. Also, free personnel recruitment services are available to local businesses.

6.0 Director

The Department Head of Department of Public Social Services (DPSS), COUNTY of Los Angeles, or his/her authorized representative(s).

7.0 Fiscal Year (FY)

COUNTY Fiscal Year, which commences on July 1st and ends the following June 30th.

IV. CONTRACT RATES

1.0 Notwithstanding any other provision of this Agreement, COUNTY shall not be liable in any event for payment of services provided pursuant to this Agreement in excess of the firm-fixed rate of \$205.86 per Cal-Learn participant enrolled in the CONTRACTOR's Cal-Learn program during the service month, as defined in Part V., Invoicing and Payment, hereunder.

1.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties,

responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 1.2 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

- 2.0 Cost of Living Adjustment (COLA) - The Agreement amount may be adjusted annually, at the County's sole discretion, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, the Cost of Living Adjustment will not be granted.

V. INVOICING AND PAYMENT

1.0 Invoice for Service Month

CONTRACTOR shall invoice COUNTY only according to the firm fixed rate for each Cal-Learn participant served specified in Part IV, Contract Rates. The CONTRACTOR shall request on the invoice, a monthly payment in arrears based on the actual number of Cal-Learn participants served during the service month. The actual number of participants served multiplied by the firm fixed rate shall be the total monthly charge CONTRACTOR shall invoice the COUNTY.

- 1.1 CONTRACTOR shall invoice COUNTY for each Cal-Learn participant served in the service month. A Cal-Learn participant is considered enrolled and thereby served when the following requirements exist on a Cal-Learn participant record:

- 1.1.1 An initial Cal-Learn orientation appointment letter has been initiated via the GAIN Employment and Activity Reporting System (GEARS) or any other manner approved by the COUNTY (see Attachment A, Section 5.3); and
 - 1.1.2 The participant continued to meet Cal-Learn program participation requirements, as defined by State and COUNTY regulations, in the beginning of the service month (see Attachment A, Section 5.12); and
 - 1.1.3 The participant did not exit from Cal-Learn (see Attachment A, Section 5.12), or the participant was not exempted (see Attachment A, Section 5.10) from Cal-Learn during the month immediately preceding the service month, unless the participant was newly enrolled, as explained in Attachment A, Section 5.3); and
 - 1.1.4 As of the last calendar day of the month, the Cal-Learn participant has not been transferred to another Cal-Learn service provider (see Attachment A, Section 5.14.3).
- 1.2 CONTRACTOR shall only be paid for those services authorized under this Agreement.

2.0 Advance Payment Request and Adjustments For Previously Advanced Funds

Funds may be advanced to CONTRACTOR at contract start-up and during each subsequent first month of each fiscal year (i.e., July).

- 2.1 CONTRACTOR may request advanced funds equaling no more than two months of services and not to exceed 25 percent of the estimated annual contract amount. CONTRACTOR may request advanced funds in any month, but advances must be repaid to COUNTY prior to the end of the advance payment's Fiscal Year, as described in Sub-paragraph 2.2, hereunder, and cannot require COUNTY to commit funds beyond the current term of the Agreement. In addition, advances must be repaid to COUNTY prior to the end of the current contract term.
- 2.2 Adjustments for previously advanced funds shall begin three months prior to the year-ending, from the invoice received in April, May and June regardless of the accrual month. COUNTY reserves the right to delay the payments of the billings received in May to ensure advances are fully recouped. All advances must be fully reconciled by June 30th of each fiscal year. In the event that the invoices received in the last three months of the fiscal year are not sufficient to recoup the advanced funds, the CONTRACTOR shall pay the difference to the COUNTY by the 25th of June.

- 2.3 CONTRACTOR shall comply with all applicable State and County regulations in regards to interest earned on advances. This may include maintaining separate bank accounts for cash advances and returning to the COUNTY any interest earned on the advances.

3.0 Invoicing

- 3.1 CONTRACTOR shall prepare and submit monthly invoices, in the format and categories outlined in Attachment C, Sample Monthly Invoice Format, each in an original and one copy, to the CCA within fifteen (15) calendar days following the end of the month in which services were provided. Failure to submit timely and accurate monthly invoices will result in a contract discrepancy and a delay in payment.
- 3.2 Each invoice shall be supported by back-up documentation to validate the invoice amounts. COUNTY will not authorize payment on incomplete or inaccurate invoices.
- 3.3 CONTRACTOR shall submit a reconciled invoice for money advanced at contract start-up and during each subsequent first month of each fiscal year. Implementation of reconciled invoices shall start with the invoices due each April 15th and cease when the previously provided advances are collected prior to June 25th.
- 3.4 CONTRACTOR shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA:
- Department of Public Social Services
Contract Management Division - Section III
Attn: Cal-Learn Case Management CCA
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
- 3.5 Upon COUNTY's review and approval of an accurate invoice, the COUNTY shall authorize payment and process the approved invoice for payment, providing CONTRACTOR is not in default under any provisions of this Agreement. The COUNTY shall adjust CONTRACTOR's future invoice amounts for any liquidated damages or other offset authorized by the Agreement not deducted from any payment made by CONTRACTOR to COUNTY.
- 3.6 COUNTY shall make a reasonable effort to effect payment to CONTRACTOR within (30) calendar days of receipt of an invoice which is accurate as to form and content.

- 3.7 COUNTY may delay the last payment until six (6) months after the expiration of this Agreement. The CONTRACTOR shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Agreement not deducted from any payment made by COUNTY to CONTRACTOR.
- 3.8 Prior to receiving final payment under this Agreement, CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under this Agreement.
- 3.9 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.
- 3.10 Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.
- 3.11 COUNTY shall have no requirement for payment other than as set forth in this Agreement.
- 3.12 CONTRACTOR shall invoice the COUNTY for case management services rendered the previous month. The invoice is due on the fifteenth calendar day of the following month, but not more than one year from the day the services were provided. The CONTRACTOR is formally informed that COUNTY will not be liable for invoices submitted more than one year after services are rendered. CONTRACTOR will not be reimbursed by the COUNTY for those services per government regulations.
- 3.13 CONTRACTOR payment is subject to the payment bonuses and deductions based on CONTRACTOR performance in Paragraph 5.0 Specific Tasks, Sub-paragraph 5.18, Performance Outcome Measures.
- 3.13.1 CONTRACTOR bonuses and deductions cannot exceed ten percent (10%) of CONTRACTOR monthly payment issued during the PERFORMANCE OUTCOME MEASURES' evaluation period of the Agreement, as described in Attachment A, Section 5.18, hereunder.
- 3.13.2 Bonuses/deductions shall only be assessed once during a contract year.

VI. ADMINISTRATION OF CONTRACT - COUNTY

1.0 COUNTY'S Administration

A listing of all County Administration referenced in the following Paragraphs are designated in *Attachment D - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

2.0 COUNTY's Contract Administrator (CCA)

2.1 The responsibilities of the COUNTY's Contract Administrator (CCA) include:

- ensuring that the objectives of this Agreement are met;
- providing direction to CONTRACTOR in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR's Manager on an as needed basis; and
- monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.2 The COUNTY's CCA is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Agreement.

VII. ADMINISTRATION OF CONTRACT - CONTRACTOR

1.0 CONTRACTOR's Manager

1.1 CONTRACTOR's Manager must have a minimum three (3) years of case management experience, or experience substantially similar to these services. The CONTRACTOR's Manager is designated in *Attachment E - Contractor's Administration*. CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Manager.

1.2 CONTRACTOR's Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this contract and shall coordinate with CCA on a regular basis.

2.0 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Manager.

3.0 CONTRACTOR's Staff Identification

- 3.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Agreement with a photo identification badge.
- 3.2 CONTRACTOR shall notify COUNTY within ten business days when staff is terminated from working under this Agreement. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY specified photo identification badge at the time of removal from the COUNTY Agreement.
- 3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Agreement.

4.0 Background and Security Investigations

- 4.1 All CONTRACTOR staff performing work under this contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Agreement at any time during the term of the Agreement. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY, whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

- 4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Paragraph 4.0, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

VIII. FURTHER TERMS AND CONDITIONS

1.0 ASSIGNMENT AND DELEGATION

- 1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
- 1.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

2.0 AUDIT SETTLEMENT

If, at any time during the term of the Agreement or within five (5) years after the expiration or termination of the Agreement, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the DPSS Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to

the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

3.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Agreement is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

4.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. COUNTY's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

5.0 CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Agreement, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.

- 5.2 For any revision which materially affects the scope of work, term, Contract Sum, payments, term, or condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3 The DPSS Director may prepare and sign *amendments* to the Agreement without further action by the COUNTY Board of Supervisors under the following conditions:
- 5.3.1 The amendment is for a decrease or an increase to the firm-fixed rate paid per participant per month, when the change is necessitated by additional and necessary services that are required in order to comply with changes in Federal, State or County requirements. Any increase shall not exceed ten percent of the firm-fixed rate established under Section IV, Contract Rates, per the term of the Agreement and shall not, in the aggregate, exceed ten percent of the estimated total Agreement cost.
- 5.3.2 The amendment is for an increase in the Agreement cost as a result of the COLA for the 12-month period preceding the Agreement anniversary date not to exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the same prior 12-month period. In order to amend pursuant to this Sub-paragraph, the requirements of Section IV, Paragraph 2.0 shall also be met and the Chief Administrative Office must approve said amendment.
- 5.3.3 For any amendment pursuant to Sub-paragraph 5.3.1 or 5.3.2, the following conditions must also be met:
- 5.3.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
- 5.3.3.2 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
- 5.3.3.3 The Department of Public Social Services shall obtain the approval of County Counsel and the Chief Administrative Office for an amendment to this Agreement.
- 5.3.3.4 The DPSS Director will notify the Chief Administrative Office within ten (10) business days after execution of each amendment.

6.0 CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

7.0 CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

The CONTRACTOR staff working under this Agreement shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse or neglect to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working under this Agreement shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR staff working under this Agreement shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working under this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

The CONTRACTOR staff working under this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

8.0 CIVIL RIGHTS

The CONTRACTOR hereby assures that it shall abide by the provisions of *Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of

race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination In Services Certification," Attachment J, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the federal office for civil rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional civil rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment L, herein, (and as directed by DPSS.

9.0 COLLECTIVE BARGAINING CONTRACT

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Agreement.

10.0 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Agreement effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 10.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 10.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 10.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.4 The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three business days of mailing to the complainant.

11.0 COMPLETION OF CONTRACT

- 11.1 Ninety calendar days (or shorter time period as may be determined by COUNTY) prior to the expiration or termination of this Agreement, CONTRACTOR shall allow COUNTY or newly selected contractor a transition period for orientation purposes and the orderly turnover of CONTRACTOR's current operation without additional cost to the COUNTY. CONTRACTOR shall provide assistance for an orderly transition of all work back to COUNTY or another contractor by the provision of key personnel (who shall be cooperative and able to explain/answer questions regarding the various required contract functions as they are currently performed by CONTRACTOR), plans, and training (including an orientation to computer systems used and reports produced). CONTRACTOR's staff shall be available and cooperative in answering all operational questions that are raised by the COUNTY and/or newly selected contractor. During this transition period, CONTRACTOR shall continue to process all work timely and accurately, so that the operation is current at expiration or termination of this Agreement.
- 11.2 If CONTRACTOR fails to comply with any of the terms set forth in Sub-paragraph 11.1, COUNTY shall have the right to withhold fifty percent (50%) to one hundred percent (100%) of the last two (2) months' payments under this Agreement as liquidated damages.

12.0 COMPLIANCE WITH JURY SERVICE PROGRAM

12.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment F and is incorporated by reference into and made a part of this Agreement.

12.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 12.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from

the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

12.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

12.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program.

The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

12.2.4 CONTRACTOR's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

13.0 COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These may include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations
4. Social Security Act
5. State Energy and Efficiency Plan [Title 24, California Administrative Code]
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
10. Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)
11. Cost Principles for Educational Institutions, Office of Management and Budget (OMB) Circular A-21
12. Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87
13. Cost Principles for Non-Profit Organizations, OMB Circular A-122

14. Audits of State, Local Governments, and Non-Profit Organizations,
OMB Circular A-133

CONTRACTOR shall maintain all licenses required to perform the Agreement.

CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR, its employees, agents, or subcontractors of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

14.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

15.0 CONFIDENTIALITY

15.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

15.2 The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Agreement.

15.3 The CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement," Attachment G, hereunder.

15.4 By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles COUNTY Department of Public Social Services so designated without written authorization from DPSS.

16.0 CONFLICT OF INTEREST/CONTRACT PROHIBITED

- 16.1** The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Agreement, or any competing Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or have any other direct or indirect financial interest in the Agreement.

The CONTRACTOR represents and warrants that CONTRACTOR and its authorized officers have read and are familiar with the provisions of *Los Angeles COUNTY Code, Section 2.180.010*, "Certain Contracts Prohibited," and that execution of the Agreement will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment H, hereto.

The CONTRACTOR represents and warrants it did not, as an individual or firm or subsidiary of a firm, under contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Agreement.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

- 16.2** The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 16.0 shall be a material breach of this Agreement.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR shall give

consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 19.1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible contractors.
- 19.2. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts that the CONTRACTOR may have with the COUNTY.
- 19.3. COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: 1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; 2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or

business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.

- 19.4. If there is evidence that the CONTRACTOR may be subject to debarment, DPSS will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 19.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 19.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 19.7. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.
- 19.8. The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the CONTRACTOR has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment

period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 19.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

- 20.1 The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Public Social Services will supply the CONTRACTOR with the poster to be used.
- 20.2 CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment N of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

21.0 CONTRACTOR'S EMPLOYEES

- 21.1 The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR.

While providing services to the COUNTY under this Agreement, the CONTRACTOR's employees shall report to the CONTRACTOR for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance

of requested services immediately upon the written or oral request of the CCA.

21.2 The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

21.3 The personnel provided by the CONTRACTOR shall at a minimum be:

21.3.1 Able to fluently read, write, speak, and understand English.

21.3.2 Bilingual, when requested.

21.3.3 Able to communicate effectively using good judgment and diplomacy.

21.3.4 Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.

21.3.5 Able to handle sensitive materials and perform confidential duties.

21.3.6 Able to satisfy a background check.

21.3.7 Able to meet the minimum qualifications as stated in the Statement of Work, Section 1.3.3.

22.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security

Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

23.0 COUNTY LOBBYISTS

The CONTRACTOR and each COUNTY Lobbyist or the COUNTY Lobbying firm as defined by *Los Angeles COUNTY Code Section 2.160.010*, retained by the CONTRACTOR, shall fully comply with the *COUNTY Lobbyist Ordinance, Chapter 2.160 of the Los Angeles COUNTY Code*. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or the COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the *COUNTY Lobbyist Ordinance* shall constitute a material breach of this Agreement upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Agreement terms, conditions, and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

25.0 COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

26.0 DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Agreement within the following conditions:

- 26.1 The CONTRACTOR shall develop all publicity material in a professional manner.
- 26.2 During the course of performance on this Agreement, the CONTRACTOR, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CCA and County Counsel.

In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 26.3 The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided, however, that the requirements of this Paragraph 26 shall apply.

27.0 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Agreement shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his designee, and the Director's or his designee's decision shall be final.

28.0 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of the CONTRACTOR's failure to comply with the foregoing.

29.0 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

29.1 Are covered by an effective Injury and Illness Prevention Program.

29.2 Receive all required general and specific training.

30.0 FISCAL ACCOUNTABILITY

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply, where applicable, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

31.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

32.0 GOVERNING LAW AND VENUE

32.1 This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

32.2 Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or any other law which occurs after the effective date of this Agreement.

32.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California, Central Civil Division.

33.0 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance activities, or review documents required under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance. When necessary, as determined by COUNTY, a Business Associate Agreement meeting Health Insurance Portability and Accountability Act of 1996 guidelines must be entered into by the observing/reviewing entity and the CONTRACTOR.

34.0 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

35.0 INDEPENDENT CONTRACTOR STATUS

35.1 This Agreement is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

35.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The COUNTY

shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

- 35.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Worker's Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

36.0 INSURANCE COVERAGE REQUIREMENTS

36.1 GENERAL LIABILITY

General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

36.2 AUTOMOBILE LIABILITY

Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

36.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible.

If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

36.4 PERSONAL PROPERTY LIABILITY

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for at least the actual cash value of the property.

36.5 PROFESSIONAL LIABILITY

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

37.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Agreement, the CONTRACTOR shall provide and maintain and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at the CONTRACTOR's own expense.

37.1 EVIDENCE OF INSURANCE

Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the **Department of Public Social Services, 12900 Crossroads Parkway South, 2nd Floor, City of Industry, California 91746, Attention: Gary Akopyan, Director, Contract Management Section III**, prior to commencing services under this Agreement. Such certificates or other evidence shall:

Specifically identify this Agreement.

Clearly evidence all coverages required in this Agreement.

Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement. Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

37.2 INSURER FINANCIAL RATINGS

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by the COUNTY.

37.3 FAILURE TO MAINTAIN COVERAGE

Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Agreement upon which the COUNTY may immediately terminate or suspend the Agreement. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

37.4 NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

The CONTRACTOR shall report to the COUNTY:

37.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- 37.4.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Agreement.
- 37.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the CCA.
- 37.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Agreement.

37.5 COMPENSATION FOR COUNTY COSTS

In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any cost to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

37.6 INSURANCE COVERAGE REQUIREMENTS FOR SUBCONTRACTORS

The CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 37.6.1 The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- 37.6.2 The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

38.0 LIQUIDATED DAMAGES

- 38.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from the COUNTY, will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 38.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- 38.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum, and/or
 - 38.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment_A Technical Exhibit 6.1, hereunder, and that the Contractor shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR, and/or
 - 38.2.3 Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 38.3. The action noted in Sub-paragraph 38.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 38.4. This Paragraph 38.0 shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 38.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

39.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to COUNTY under this Agreement.

40.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 40.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 40.2 The CONTRACTOR shall certify to, and comply with, the provisions of Attachment I – *Bidder's/Offeror's EEO Certification*.
- 40.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 40.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 40.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 40.6 The CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 40.0 when so requested by the COUNTY.
- 40.7 If the COUNTY finds that any provisions of this Sub-paragraph 40.0 have been violated, such violation shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Agreement.
- 40.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Agreement, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Agreement.

41.0 NOTICES

41.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give written notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

41.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

41.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box. Notices may also be sent by fax.

41.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business.

Helen Morran-Wolf, Executive Director
Foothill Family Service
2500 East Foothill Blvd., Suite 300
Pasadena, California 91107

41.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to:

Gary Akopyan, Director
Contract Management Division - Section III
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

41.6 Changes of Address

Either party can designate a new address by giving ten (10) days advance written notice to the other party.

41.7 Termination Notices

In the event of suspension or termination of the Agreement, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL TAX EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Attachment M, hereunder).

43.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

“The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY’s policy to encourage all COUNTY contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the CONTRACTOR’s place of business. *Department of Public Social Services will supply the CONTRACTOR with the poster to be used.*”

44.0 OWNERSHIP OF DATA/EQUIPMENT

44.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Agreement. The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Agreement.

44.2 COUNTY shall be sole owner of any equipment purchased under this Agreement by CONTRACTOR (as included in CONTRACTOR’s budget for this Agreement or any subsequent budget amendments to this Agreement), or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Agreement.

45.0 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the COUNTY and all materials, data, reports and other information of any kind developed by the CONTRACTOR under this Agreement are confidential to and are solely the property of the COUNTY. The CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions in this Paragraph 45.0, shall survive the expiration or other termination of this Agreement.

- 45.1** Recognizing that the COUNTY has no way to safeguard trade secrets or proprietary information, the CONTRACTOR shall, and does, hereby keep and hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by the COUNTY of trade secrets and proprietary information. The COUNTY shall not require the CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by the COUNTY to successfully complete the services under the Agreement.
- 45.2** The COUNTY shall not require the CONTRACTOR to provide any information that is proprietary to it, provided, however, that if the COUNTY requests the CONTRACTOR proprietary information in order to successfully complete the services under this Agreement, the CONTRACTOR shall mark such information "PROPRIETARY" and the COUNTY shall limit reproduction and distribution to the minimum extent consistent with the COUNTY's need for such information, and, when the COUNTY no longer needs such information, but in no event later than expiration or other termination of this Agreement, the COUNTY shall either (1) cause all copies of such information to be returned to the CONTRACTOR, or (2) certify to the CONTRACTOR that all copies of such information have been destroyed.

46.0 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Paragraph 47, Records Retention and Inspection, herein below.

47.0 RECORDS RETENTION AND INSPECTION

- 47.1** CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to the performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. COUNTY reserves the right to conduct record inspection and audits with no advance notification to CONTRACTOR when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary

data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR in a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

47.2 Other required documents to be retained include, but not limited to:

- 47.2.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs and employee timesheets.
- 47.2.2 Confidentiality Agreement: Contractor Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment G).
- 47.2.3 Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.
- 47.2.4 Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide them to the CONTRACTOR for retention.

47.3 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

- 47.3.1 All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if such material is located outside Los Angeles COUNTY, CONTRACTOR shall either: 1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location: or 2) pay to have such materials promptly returned to a

CONTRACTOR facility located in Los Angeles COUNTY for examination by the COUNTY.

47.3.2 Failure on the part of the CONTRACTOR to comply with the provisions of this Paragraph 47.0 shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement.

47.4 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

48.0 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Agreement.

49.0 REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR to remove any employee from the performance of services under this Agreement for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall replace said personnel within 24 hours.

50.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall immediately remove and replace within 24 hours any of its employees performing services hereunder when notified orally or in writing by the CCA that: 1) such employee has violated such rules or regulations; or 2) such employee's actions, while on COUNTY or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

51.0 SUBCONTRACTING

51.1 No performance of this Agreement or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

51.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of allowing any cost under the Agreement. In no event shall approval of any subcontract by the COUNTY be construed as affecting any increase in the amount provided for in the Agreement.

The CONTRACTOR's request for approval to enter into a subcontract shall include:

- 51.2.1 A description of the service to be provided by the proposed subcontractor;
 - 51.2.2 An Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
 - 51.2.3 An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veteran's business enterprise;
 - 51.2.4 A resume of the potential subcontractor's background and experience.
- 51.3 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."*
- 51.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.
- 51.5 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
- 51.6 CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 51.7 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The CONTRACTOR is responsible to notify its Subcontractors of the COUNTY right.

51.8 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

51.9 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor.

52.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 22.0, the CONTRACTOR's Warranty of Adherence to the COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the COUNTY CSSD shall be grounds upon which the COUNTY Board of Supervisors may terminate this Agreement pursuant to Paragraph 54.0, Termination for Default of the CONTRACTOR.

53.0 TERMINATION FOR CONVENIENCE

53.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

53.2 If, during the term of this Agreement, the COUNTY funds appropriated for the purposes of this Agreement are reduced or eliminated, the COUNTY may immediately terminate this Agreement upon written notice to the CONTRACTOR.

53.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

53.3.1 Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

53.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

53.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

53.5 Upon termination of this Agreement, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.

53.6 Upon termination of this Agreement, the CONTRACTOR shall comply with the provisions of Section 47.0, Records Retention and Inspection, herein above.

53.7 Subject to the provisions of Sub-paragraph 53.4, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph 53.0. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated.

The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement, as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

54.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR

54.1 The COUNTY may, subject to the provisions outlined below, by written notice to the CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

54.1.1 CONTRACTOR has materially breached this Agreement;
or

- 54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- 54.1.2 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 54.2 In the event that the COUNTY terminates this Agreement in whole or in part as provided in Sub-paragraph 54.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.
- 54.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 54.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy; acts of the COUNTY in either its sovereign or contractual capacity; acts of Federal or State governments in their sovereign capacities; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 54.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 54.4 If, after the COUNTY has given notice of termination under the provisions of this Paragraph 54.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Paragraph 54.0, or that the default was excusable under the provisions of Sub-paragraph 54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 53.0 - Termination for Convenience.
- 54.5 The rights and remedies of the County provided in this Paragraph 54.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

55.0 TERMINATION FOR IMPROPER CONSIDERATION

- 55.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 55.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.
- 55.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

56.0 TERMINATION FOR INSOLVENCY

- 56.1 The COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following:

56.1.1 Insolvency of the CONTRACTOR

The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed

under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

56.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

56.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

56.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

56.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 56.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

57.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall automatically be terminated as of the end of the then current fiscal year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

58.0 TIMELY COMPLETION

Time is of the essence in the provision and completion of service and the work provided the COUNTY as stipulated in this Agreement, as is the timely conveyance of reporting deliverables to the COUNTY as also stipulated in this Agreement.

59.0 VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

60.0 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

61.0 WAIVER

No waiver of a breach of any provision of this Agreement by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Agreement.

Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

The rights and remedies set forth in this Paragraph 61.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

62.0 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with this Agreement, including Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

63.0 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer(s), this _____ day of _____ 2006. The person signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

Attest:

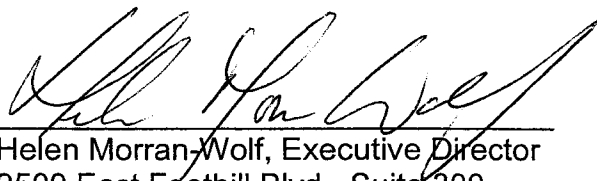
SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

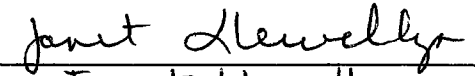
By _____
Deputy

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By 
Deputy County Counsel

FOOTHILL FAMILY SERVICE

By 
Helen Morran-Wolf, Executive Director
2500 East Foothill Blvd., Suite 300
Pasadena, California 91107

By 
Name Janet Hlewellyn
Title Director of Operations
Address 2500 E. Foothill Blvd., Suite 300
Pasadena, CA 91107

ATTACHMENT A

**STATEMENT OF WORK
AND TECHNICAL EXHIBITS**

STATEMENT OF WORK

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
	PREAMBLE.....	53
1.0	GENERAL	
1.1	Scope of Work.....	56
1.2	Key COUNTY Personnel.....	56
1.3	Key CONTRACTOR Personnel.....	57
1.4	Quality Control	59
1.5	COUNTY's Quality Assurance Plan	60
1.6	Attendance At and Notice of Meetings	61
1.7	Hours of Operation/Holidays	61
2.0	DEFINITIONS	62
3.0	COUNTY FURNISHED ITEMS	70
4.0	CONTRACTOR FURNISHED ITEMS.....	72
5.0	SPECIFIC TASKS	
5.1	Overview of Case Management Operations and Tasks	75
5.2	Identification and Recruitment of Cal-Learn Participants	75
5.3	Cal-Learn Notification and Enrollment.....	76
5.4	Cal-Learn Orientation.....	76
5.5	Intensive Case Management	77
5.6	Supportive Services	77
5.7	School Attendance and Report Cards.....	78
5.8	Good Cause Determinations.....	78
5.9	Deferrals	79
5.10	Exemptions	79
5.11	Referrals	80
5.12	Cal-Learn Exits.....	80
5.13	Inter-County Transfers (ICT)	81
5.14	Inter-Agency Transfers.....	81
5.15	Collocation at County Sites	82
5.16	Administrative Tasks	83
5.17	Reporting Tasks	86
6.0	TECHNICAL EXHIBITS.....	88
6.1	Performance Requirements Summary (PRS)	89
6.2	Performance Requirements Summary Chart	89
6.3	Quality Assurance	90
6.4	Contract Discrepancy Report	90
6.5	Criteria for Acceptable or Unacceptable Performance	91
6.6	Remedy of Defects.....	92
6.7	Unsatisfactory Performance Remedies.....	92

PREAMBLE

COUNTY HEALTH AND HUMAN SERVICES

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue working together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 GENERAL

1.1 SCOPE OF WORK

Except for those items listed in Section 3.0, COUNTY Furnished Items, hereunder, the CONTRACTOR shall provide all management/administrative services, personnel, materials, and other items or services necessary to provide Cal-Learn case management services to Cal-Learn eligible and enrolled CalWORKs (CW) participants. CONTRACTOR must perform to the standards in Technical Exhibit 6.1, Performance Requirements Summary, hereunder.

1.2 KEY COUNTY PERSONNEL

1.2.1 COUNTY Contract Administrator (CCA)

COUNTY will designate one (1) person who will act as the COUNTY Contract Administrator (CCA) for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Agreement. Specifically, the CCA or alternate shall:

- 1.2.1.1 The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of this Agreement.
- 1.2.1.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.1.3 The CCA may negotiate with CONTRACTOR on changes in service requirements pursuant to this Agreement, Part VI, Further Terms and Conditions, Paragraph 5.0, Changes and Amendments of Terms, Sub-paragraph 5.1.
- 1.2.1.4 The CCA is not being authorized to make any changes in the Further Terms and Conditions of the Agreement and is not authorized to obligate the COUNTY in any way.
- 1.2.1.5 The COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Agreement is awarded, and at any time thereafter a change of CCA is made.

1.2.2 Quality Assurance Evaluator (QAE)

COUNTY may designate one (1) person who will act as Quality Assurance Evaluator (QAE) for the COUNTY on all technical standards and requirements pertinent to the Agreement and monitor the CONTRACTOR's performance under the Agreement using the quality assurance procedures established in Technical Exhibit 6.1, Performance

Requirements Summary (PRS) or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Agreement. The QAE and the CCA may be the same person. Specifically, the QAE shall:

- 1.2.2.1 Ensure that technical standards and requirements of this Agreement are met, and evaluate the CONTRACTOR's performance under this Agreement.
- 1.2.2.2 Not be authorized to make changes in the terms and conditions of this Agreement and shall not be authorized to obligate the COUNTY in any way whatsoever.
- 1.2.2.3 Advise the CCA as to the CONTRACTOR's performance in areas relating to technical requirements and technical standards.
- 1.2.2.4 Inform the CONTRACTOR of the name, address and telephone number of the QAE, in writing, at the time this Agreement is awarded, and at anytime thereafter a change of the QAE is made.

1.3 KEY CONTRACTOR PERSONNEL

1.3.1 Contract Manager

- 1.3.1.1 CONTRACTOR shall provide a Contract Manager, who shall be responsible for the overall management and coordination of the Agreement and act as liaison with COUNTY. The Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within 24 hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.
- 1.3.1.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Monday through Friday, excluding COUNTY holidays.
- 1.3.1.3 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the Agreement.
- 1.3.1.4 The Contract Manager or alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made.

1.3.2 Other CONTRACTOR Staff

- 1.3.2.1 CONTRACTOR shall provide supervisory, administrative and direct labor personnel to accomplish the work required under this Agreement. All CONTRACTOR personnel who will have contact with COUNTY personnel must read, write, speak and understand English. CONTRACTOR shall ensure that at all times of operation, at least one CONTRACTOR employee is available and authorized to act for CONTRACTOR.
- 1.3.2.2 CONTRACTOR shall provide each employee with an identification badge that includes the CONTRACTOR's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while providing services under this Agreement.
- 1.3.2.3 All CONTRACTOR staff shall be qualified in accordance with all federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.3.3 CONTRACTOR Employee Acceptability

- 1.3.3.1 CONTRACTOR shall remove any employee who the CCA has determined is unacceptable in the performance of their job and it is inappropriate for such persons to be in contact with COUNTY employees.
- 1.3.3.2 CONTRACTOR shall identify, under sworn statement, throughout the term of the Agreement, all CONTRACTOR employees who are receiving public assistance, and ensure that any employee receiving public assistance has met his/her reporting responsibility to COUNTY and has no access to COUNTY and CONTRACTOR records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- 1.3.3.3 CONTRACTOR shall ensure staff have the needed training, background and meet AFLP guidelines to provide Cal-Learn Case Management Services.
- 1.3.3.4 CONTRACTOR shall perform, at CONTRACTOR's expense, background checks, including but not limited to fingerprint checks to ensure CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.

1.3.4 Uniforms/Identification Badges

- 1.3.4.1 CONTRACTOR shall ensure that their employees are appropriately identified as set forth in Part VII, Paragraph 3.0 of the Agreement.

1.4 QUALITY CONTROL PLAN

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure COUNTY a consistently high level of service throughout the term of this Agreement. The QCP, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Agreement start date, with revisions submitted within five days from when changes to the Plan are made. The Plan shall include, but not be limited to, the following:

- 1.4.1 Method for assuring that professional staff rendering services under the Agreement have necessary expertise in education, training, social and health services that may be needed by Cal-Learn participants.
- 1.4.2 Method and frequency of monitoring to ensure that Agreement requirements are being met;
- 1.4.3 Method for monitoring and evaluating work performed;
- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the COUNTY upon request;
- 1.4.6 Method for maintaining accurate case records and ensuring compliance with Federal, State and COUNTY program requirements.
- 1.4.7 Method of tracking workload activity and ensure management information systems and tracking procedures reflect information reported to the COUNTY via invoices, reports and the COUNTY's GEARS system.
- 1.4.8 Method for providing continuing services to the COUNTY in the event of a strike of the CONTRACTOR's or subcontractor's employees;
- 1.4.9 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this Agreement;
- 1.4.10 Method for surveying participants on a regular basis to obtain feedback on services; and

1.4.11 Monitoring methods to be used, such as:

- 1.4.11.1 Random sampling;
- 1.4.11.2 100% review;
- 1.4.11.3 Participant complaints;
- 1.4.11.4 Participant surveys; and/or
- 1.4.11.5 Information, reports or data that may be provided by COUNTY.

1.5 COUNTY'S QUALITY ASSURANCE PLAN

1.5.1 COUNTY shall monitor CONTRACTOR's performance under this Agreement, using the quality assurance procedures as defined in this Agreement. (Reference: Section VI, Further Terms and Conditions, Paragraph 24.0, County's Quality Assurance Plan).

1.5.2 Performance Evaluation Meetings shall be held jointly by COUNTY and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) is issued and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.

1.5.2.1 The minutes of any Performance Evaluation meeting shall be prepared by the CCA. Should the Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written.

If any dispute is still unresolved, the decision of the Director will be final.

1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.5.3 Contract Discrepancy Reports (CDR's)

- 1.5.3.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a reasonable time period.
- 1.5.3.2 CCA will determine whether a formal CDR (see Technical Exhibit 6.2) shall be issued.
- 1.5.3.3 Upon receipt of the document, the CONTRACTOR is required to respond, in writing, to CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 1.5.3.4 A plan, including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

1.6 ATTENDANCE AT AND NOTICE OF MEETINGS

- 1.6.1 CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such meetings five (5) business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.7 HOURS OF OPERATION/HOLIDAYS

- 1.7.1 CONTRACTOR shall be available to provide services no less than forty (40) hours a week, on a work schedule approved by COUNTY. Normal COUNTY work schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m. During work hours, CONTRACTOR shall ensure the availability of at least one employee who can respond to any inquiries and complaints which may be received about the CONTRACTOR's performance under the Agreement. When the CONTRACTOR's office is closed, an answering machine must be available to receive such calls. CONTRACTOR is not required to provide services on County recognized holidays, or CONTRACTOR 's holidays as approved by Director. The CCA will provide lists of COUNTY holidays and Contract Manager will provide list of CONTRACTOR's prior to the beginning of each calendar year during the term of this Contract.

Upon mutual agreement, CONTRACTOR may provide services at non-traditional hours and/or on non-traditional days.

2.0 DEFINITIONS

2.1 ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable variance from a standard before the County will determine a specific service to be unacceptable. An AQL does not imply that the Contractor may knowingly perform in a defective way. It implies that the County recognizes that defective performance sometimes happens unintentionally. However, the County expects expert professional services to be provided at all times.

2.2 ADOLESCENT FAMILY LIFE PROGRAM (AFLP)

AFLP is a program funded by the Department of Health Services, Maternal and Child Health Branch to enhance education; and to improve the health; and social and economic well-being of pregnant and parenting adolescents.

2.3 ADOLESCENT FAMILY LIFE PROGRAM STANDARDS

Standards and practices approved by the California Department of Health Services to which AFLP agencies must adhere. All Cal-Learn case management contractors must adhere to the AFLP Standards as well as any addenda adopted for Cal-Learn by CDHS and CDSS.

2.4 ANCILLARY EXPENSES

Ancillary expenses are expenses that must be paid for a Cal-Learn participant to attend and/or graduate from high school or achieve the equivalent. This includes, but is not limited to, school books, GED testing costs, and laboratory fees.

2.5 BONUS

Payment made when a Cal-Learn participant makes satisfactory progress or receives his or her high school diploma or its equivalent.

2.6 BUDGET

The Budget is a document that details the CONTRACTOR's costs for providing services and is included as Attachment B to this Agreement. The Budget includes, but is not limited to, the following:

2.6.1 Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Agreement), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Applicable Taxes and other (specified).

2.6.2 Indirect Costs - General Accounting/Bookkeeping, Management Overhead, Telephone/Utilities, Space, and other (specified).

2.7 CAL-LEARN ENROLLMENT

An initial Cal-Learn orientation appointment (CL 1) letter has been initiated to the participant, the participant has been determined to meet Cal-Learn eligibility requirements, as defined by State regulation and COUNTY policies and procedures in GAIN Program Handbook, Chapter 1800, Cal-Learn, and the participant has not been terminated or exempted from the Cal-Learn Program during the previous month, unless the participant was newly enrolled and a new CL 1 was issued. Additionally, as of the last calendar day of the month, the Cal-Learn participant has not been transferred to another Cal-Learn Case Management Contractor.

2.8 CAL-LEARN EXIT

Participants who are no longer eligible for the Cal-Learn Program and their Cal-Learn components have been closed.

2.9 CAL-LEARN PROGRAM

A program mandated by State law (California Welfare and Institutions Code, Section 11331 through 11334) to provide case management and supportive services for teenage CalWORKs recipients who are pregnant or custodial parents, and who do not possess a high school diploma or its equivalent. Cal-Learn operates as part of the GAIN program.

2.10 CalWORKs

CalWORKs is an acronym for "California Work Opportunity and Responsibility to Kids" which includes the State of California's Welfare-to-Work Program.

2.11 CalWORKs CASE ASSISTANCE UNIT

Aided household members on CalWORKs case.

2.12 CalWORKs PARTICIPANTS

CalWORKs applicants/participants who COUNTY has determined are eligible for participation in the CalWORKs Program. A Cal-Learn participant must be an active CalWORKs participant to be enrolled in Cal-Learn.

2.13 CASE INFORMATION INQUIRY (ICAS)

GEARS Screen used to maintain CalWORKs eligibility information on Cal-Learn participants.

2.14 CONTRACT DISCREPANCY REPORT

A written report prepared by County to identify specific failures of Contractor in meeting contract standards.

2.15 DEFERRED PARTICIPANT

A CalWORKs participant who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn deferral criteria. Deferred participants will still receive case management services but are not subject to sanctions or eligible for bonuses or supportive services.

2.16 EXEMPT PARTICIPANT

A CalWORKs recipient who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn exemption criteria. Exempt participants will receive no Cal-Learn services and are not subject to sanctions or eligible for bonuses.

2.17 GREATER AVENUES FOR INDEPENDENCE (GAIN)

GAIN is the acronym for the “Greater Avenues for Independence” program established with the passage of Assembly Bill 2580 on September 26, 1985. GAIN has been replaced by CalWORKs.

2.18 GAIN PROGRAM HANDBOOK (PH)

The GAIN Program Handbook/Manual that covers policies and procedures which governs the COUNTY’s administration of GAIN case management.

2.19 GAIN REGIONAL LIAISON

The COUNTY staff who supervises GAIN Services Workers.

2.20 GAIN SERVICES COORDINATOR (GSC)

DPSS employees who act as a liaison between GAIN and CalWORKs District staff in resolving problems regarding GAIN sanctions and the exemption process. The GSC is responsible for ensuring that both staff communicate, collaborate and cooperate when attempting to resolve various concerns.

2.21 GAIN SERVICES WORKER (GSW)

DPSS employees who are members of the Cal-Learn case management team. A GSW’s responsibilities include review and approval of deferrals, exemptions, good cause determinations, bonuses and sanctions that are recommended by

the Cal-Learn Case Manager. The GSW is also responsible for issuing bonuses and supportive service payments.

2.22 GAIN SERVICES SUPERVISOR (GSS)

DPSS employee who oversees the work of the Cal-Learn case management team and provides weekly and monthly reports to management.

2.23 GEARS

GEARS is an acronym for “GAIN Employment Activity and Reporting System” which is the automated data management system to be used to support the GAIN program in Los Angeles County.

2.24 INTER-AGENCY TRANSFERS

Cases that have been sent to another Cal-Learn service provider in the COUNTY.

2.25 INTER-COUNTY TRANSFERS – CL 15

Inter-County Transfers are cases that have been sent to Los Angeles County from neighboring or other counties. The Inter-County Transfer (CL 15) form and the Inter-County Transfer Summary (CL 16) are both used for transferring cases and the CL 16 is also used for transferring cases directly between case management providers.

2.26 MAINTAIN CASE PHONE AND ADDRESS (MCAP)

GEARS screen used to maintain participant’s phone number and address.

2.27 PARTICIPANT COMPONENT SELECTION (IPCA)

GEARS screen used to list the components participants have been assigned.

2.28 PARTICIPANTS SERVED

Participants receiving CalWORKs benefits, meet Cal-Learn program requirements, as defined in applicable State and County regulations, and have been enrolled in the Cal-Learn Program.

2.29 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS is a document furnished by the COUNTY (Technical Exhibit 6.1) which identifies and summarized the key performance indicators of this Agreement. COUNTY will use the PRS in evaluating CONTRACTOR performance to assure that the Agreement performance standards are met.

2.30 PERSON RECORD INQUIRY (IPRC)

GEARS screen used to maintain participant's information such as, birthday, name, and eligibility status.

2.31 QUALITY CONTROL PROGRAM

All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet Agreement requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

2.32 REPORT CARD

A periodic report that is routinely issued by schools which documents Cal-Learn participant's academic achievements.

2.33 SANCTION

A sanction is a reduction in the payee's CalWORKs payment that is assigned to the Cal-Learn participant's case. The sanction is applied when the Cal-Learn participant fails to submit a report card that is due or receives less than a "D" grade average, or a 1.0 grade point average.

2.34 SATISFACTORY PROGRESS

Report card which indicates the participant has received a grade average of "C" or higher, or a 2.0 grade point average or higher.

2.35 SERVICE MONTH

The service month is the current month in which services are being provided to Cal-Learn participants.

2.36 STATE

The State of California.

2.37 SUPPORTIVE SERVICES

Transportation, child care and ancillary expenses needed by Cal-Learn participants to enable them to attend school.

2.38 WELFARE-TO-WORK DIVISION

A Division within DPSS that is responsible for administering the GAIN program, and the Cal-Learn program in Los Angeles County.

2.39 ORIENTATION ATTENDANCE RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who have completed Cal-Learn Orientation. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who have completed the Orientation in the semi-annual review period of those that were scheduled to appear for orientation.

Denominator: Participants with a scheduled Cal-Learn Orientation in the semi-annual review period, minus those that were erroneously referred.

2.40 SCHOOL ENROLLMENT RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who were enrolled in school. The rate for the population being reviewed is follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who were enrolled in school at any time during the semi-annual review period. The enrollment date is not restricted to the semi-annual review period and can have occurred in a prior semi-annual review period.

Denominator: Participant:

- a. Is in Number Served (i.e., enrolled in Cal-Learn); and
- b. Has completed Cal-Learn Orientation; and
- c. Was not erroneously referred to CONTRACTOR.

2.41 REPORT CARD SUBMISSION RATE

A Performance Outcome Rate based on a periodic review of all Cal-Learn participants who are enrolled in school and had at least one report card due in the semi-annual review period. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who submitted one or more report cards in the semi-annual review period of those that were due.

Denominator: Participants who were enrolled in school at some time in the semi-annual review period and had at least one report card due in the semi-annual review period.

- a. Participants enrolled in school; and
- b. Report card due in the semi-annual review period that does not fall in 90-Day Participation Period; and
- c. Were not erroneously referred to CONTRACTOR; and
- d. The report card due date falls during a period of Cal Learn eligibility.

2.42 GRADUATION RATE

A performance outcome rate based on a periodic review of all Cal-Learn participants that have graduated or completed their high school education via high school diploma, General Education Development (GED), or its equivalent. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any participants registered in error.

Numerator: Participants who graduated in the annual review period.

- a. \$500 bonus issued in the annual review period; or
- b. Component End Code = "57" (graduated) and component end date in the annual review period; or
- c. GED/High School Diploma = "Y" and GED/High School Diploma Received date in the annual review period; or
- d. Otherwise noted as "graduated" in COUNTY management systems (i.e., GEARS or any alternate means approved by COUNTY, such as CONTRACTOR provided data).

Denominator: Participants that left the program in the annual review period who have at least completed the 11th grade level.

- a. Component End Codes "57", "60" or "70"; and
- b. Component End Date in the annual review period; and
- c. Last grade completed equal to or greater than the 11th grade and not in 90-Day Participation Period; and
- d. Were not erroneously referred to CONTRACTOR.

2.43 90-DAY PARTICIPATION PERIOD INDICATOR

2.43.1 An asterisk will be attached to all report card due dates that immediately follow the 90-Day Participation Period or that are automatically generated by GEARS when the CL1 is generated. The GAIN Services Supervisor (GSS) will have the ability to remove the asterisk from the records, as appropriate; additionally, the report card due dates will not be included in the report card submission or graduation rate calculations.

2.43.2 (First report card for the 90-day Participation Period = 1st day of the calendar month + 91 calendar days + 10 working days following the latest scheduled appraisal date, excluding any participants deregistered in the last 90 days.)

2.44 PERFORMANCE OUTCOME MEASURES

2.44.1 Performance Measures that reflect outcomes that are reflective of the CONTRACTOR's performance. The Performance Outcome Measures are: Orientation Attendance Rate, School Enrollment Rate, Report Card Submission Rate and Graduation Rate.

3.0 COUNTY FURNISHED ITEMS

COUNTY furnished items are provided by COUNTY for the term of the Agreement only and are solely for the performance of this agreement.

3.1 EQUIPMENT

3.1.1 For the purpose of this Agreement, COUNTY shall furnish and install for CONTRACTOR use, GEARS computer terminals, printers and the necessary transmission lines. This equipment remains the property of COUNTY. Upon termination of this Contract, COUNTY shall remove the GEARS terminals, printers and the transmission lines.

3.2 MAINTENANCE REPAIRS AND REPLACEMENT

3.2.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of COUNTY furnished equipment. CONTRACTOR shall be responsible for repair and replacement costs for COUNTY furnished equipment that is damaged due to CONTRACTOR's abuse or carelessness, as determined by COUNTY.

3.2.2 CONTRACTOR shall be responsible for all expenses, such as rewiring and telephone circuit re-routing for the relocation of GEARS equipment if the relocation is not required by COUNTY.

3.2.3 CONTRACTOR shall not install software or screen savers on COUNTY provided PCs. Any installation, de-installation or re-installation of required software and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. Any service calls required because of CONTRACTOR's staff modifying the configuration of software on the PCs shall be the expense of the CONTRACTOR.

3.3 MATERIALS

COUNTY shall provide:

3.3.1 List of State and County Cal-Learn regulations, including, but not limited to CDSS MPP Chapter 42-700 and the DPSS GAIN Program Handbook, Chapter 1800, and all applicable updates.

3.3.2 DPSS Operations Handbook, Section 21, Civil Rights Program and all applicable updates;

3.3.3 A supply of Civil Rights Complaint forms, PA 607, for use by trainees in reporting civil rights complaints;

- 3.3.4 A list of the COUNTY- observed holidays;
- 3.3.5 Cultural Awareness, and Child/Elder Abuse Awareness and Reporting trainings; and
- 3.3.6 Appropriate COUNTY hiring guidelines for candidates with criminal convictions.

3.4 REFERRALS

- 3.4.1 COUNTY shall provide listings of CalWORKs recipients who appear to be eligible for Cal-Learn.

3.5 SERVICES

- 3.5.1 COUNTY shall provide the payment system for Cal-Learn child care, transportation, ancillary expenses and bonuses. COUNTY shall also provide a system for deducting Cal-Learn sanctions.

3.6 SUPPLIES

COUNTY shall provide:

- 3.6.1 Video training tapes for child abuse, elder abuse, civil rights and cultural awareness.
- 3.6.2 State-approved Nondiscrimination In-Services Notices, Civil Rights complaints forms, all other State-mandated and COUNTY-mandated forms, posters and fliers describing participant's grievance and State Hearing rights.
- 3.6.3 State Manual Chapter 20-000 on welfare fraud, DPSS Administrative Directive 2898, dated 10/4/87, and Assembly Bill 3988 on Elder Abuse and Dependent Adult Abuse dated September 14, 1986.
- 3.6.4 The COUNTY GAIN and Cal-Learn Plans and any significant revisions/annual updates.
- 3.6.5 DPSS staff with contract monitoring responsibilities will supply CONTRACTOR with the County's "Safely Surrendered Baby Law" posters and/or wallet-size cards (Attachment H) The CCA shall provide CONTRACTOR with the "Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law" document (Attachment H-1, attached hereunder).

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall provide all personnel, facilities, materials, supplies, and equipment necessary to perform all Agreement services, except for those provided COUNTY as identified in Section 3.0 of Attachment A, here above.

4.1 PERSONNEL

- 4.1.1 CONTRACTOR shall provide all supervisory, administrative, and direct labor personnel, including bilingual personnel, to accomplish all work required by this Agreement.
- 4.1.2 CONTRACTOR shall maintain staffing levels as approved by DPSS. Should CONTRACTOR determine that provided services require additional or fewer staff, CONTRACTOR shall obtain prior approval from DPSS.
- 4.1.3 CONTRACTOR's case managers shall possess an expertise in understanding the education, training and other social and health service needs of pregnant and parenting youths, as well as knowledge of the local programs that provide these services.
- 4.1.4 CONTRACTOR shall provide staff with bilingual skills, such as Spanish, or provide interpretive services for participants who cannot communicate in English. CCA will notify CONTRACTOR of language requirements for the areas served. Although a participant shall not be required to provide an interpreter, CONTRACTOR shall not be prohibited from utilizing an interpreter voluntarily provided by the participant (e.g., a relative or friend).
- 4.1.5 CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.
- 4.1.6 CONTRACTOR shall conduct, at no cost to COUNTY, criminal background checks to ensure all CONTRACTOR employees meet COUNTY hiring guidelines relating to criminal convictions.

4.2 FACILITIES, EQUIPMENT AND SUPPLIES

- 4.2.1 CONTRACTOR shall provide the necessary facility/facilities and furnishings for case management operations, which are acceptable to COUNTY, accessible to participants, and in conformity with general COUNTY facility standards.
- 4.2.2 CONTRACTOR shall provide telephone installation and equipment, utilities, parking, custodial services, building maintenance and all

services/materials not specifically provided by the COUNTY at all CONTRACTOR facilities used for Cal-Learn services.

4.2.3 CONTRACTOR shall provide COUNTY with updated lists of all sites to be used in administering these services, including any extension site.

4.2.4 CONTRACTOR shall provide supplies, unless otherwise specified in Attachment A, Section 3.0, necessary to perform all services required by this Agreement and adhere to all requirements imposed on CONTRACTOR by this Agreement. CONTRACTOR may augment the equipment provided by COUNTY at no cost to COUNTY and with prior COUNTY approval.

4.3 MATERIALS

4.2.1 CONTRACTOR shall post in each CONTRACTOR facility, in an area that is easily accessible to CONTRACTOR employees and Cal-Learn participants, Equal Employment Opportunity (EEO) posters and State-approved Nondiscrimination In Services notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, Fourth Floor
Los Angeles, California 90010-9856
Telephone Number (213) 251-7278.

4.4 TRAINING

CONTRACTOR shall provide:

4.4.1 DPSS approved child abuse, elder abuse, cultural awareness, civil rights and Cal-Learn orientation training for CONTRACTOR's staff who have direct contact with Cal-Learn participants.

4.4.2 DPSS approved training to CONTRACTOR's staff for program reinforcement, internal operations procedures, and any other supplemental training determined necessary by CONTRACTOR or COUNTY.

4.5 SERVICES

4.5.1 CONTRACTOR shall house GEARS terminals and printers and any other COUNTY computer equipment at the designated CONTRACTOR site, and shall provide all security measures to ensure that the COUNTY's computer equipments are secure and confidentiality is maintained. CONTRACTOR shall also meet any additional security measures as required by COUNTY. CONTRACTOR's security measures must be approved by COUNTY.

- 4.5.2 If CONTRACTOR changes the GEARS terminal and printer location, CONTRACTOR shall provide a minimum of 60 days prior written notice of the planned move to COUNTY, pay for all expenses of the COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY provided computer equipment.

4.6 RETURN OF SUPPLIES, FORMS AND EQUIPMENT

- 4.6.1 Upon the Agreement's termination, CONTRACTOR shall transfer to DPSS equipment purchased with County funds and unused supplies and forms purchased for this Agreement or its residual value to COUNTY.
- 4.6.2 Prior to the termination of the Agreement, CONTRACTOR may use furniture purchased for this Agreement, in exchange for services or equipment of equal value, as approved by COUNTY.
- 4.6.3 COUNTY will determine the residual value of all assets should the CONTRACTOR opt to return the residual value of the assets in place of the assets.

4.7 COMPLAINT RESOLUTION PROCEDURES

- 4.7.1 CONTRACTOR shall establish a procedure to resolve complaints, and provide such procedure to the COUNTY within 15 business days after Agreement effective date.
- 4.7.2 CONTRACTOR shall notify the COUNTY, in writing, within five workdays, of receiving a complaint.

4.8 CIVIL RIGHTS COMPLAINT PROCEDURES

- 4.8.1 CONTRACTOR shall provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language.
- 4.8.2 CONTRACTOR shall maintain a log of Civil Rights complaints.
- 4.8.3 CONTRACTOR's Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between CONTRACTOR and the County Contract Administrator and DPSS Civil Rights & Customer Relations Section (CRCR).
- 4.8.4 All CCM/CRLs shall forward all PA 607s to the CCA within two business days.
- 4.8.5 CCM/CRLs shall not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR Section.

5.0 SPECIFIC TASKS

5.1 OVERVIEW OF CASE MANAGEMENT OPERATIONS AND TASK

- 5.1.1 CONTRACTOR is responsible for administering Cal-Learn case management services in accordance with all applicable laws and existing or future State regulations and COUNTY policies and procedures governing Cal-Learn, including but not limited to the California Department of Social Services (CDSS) Manual of Policy and Procedures Eligibility and Assistance Standards Sections 42-762 through 42-769 and the Department of Public Social Services (DPSS) GAIN Program Handbook, Chapter 1800 and its updates, hereinafter referred to as “County Cal-Learn Policies and Procedures.” Any deviation from applicable laws and regulations shall require COUNTY approval prior to implementation.
- 5.1.2 CONTRACTOR is responsible for tracking all caseload activity and reporting on Cal-Learn services, as described below in this Agreement.
- 5.1.3 CONTRACTOR shall provide Cal-Learn services and applicable reporting tasks as specified in this Agreement. These services are not to be provided to the exclusion of any other requirement of law or regulation.
- 5.1.4 CONTRACTOR shall provide Cal-Learn services, pursuant to the Specific Tasks listed in Paragraph 5.0, Subsections 5.1 through 5.18 of this Statement of Work, to each eligible CalWORKs participant without exception; unless, otherwise notified by the COUNTY to cease services or the participant is no longer eligible in accordance with State regulations and COUNTY Cal-Learn Policies and Procedures.

5.2 IDENTIFICATION AND RECRUITMENT OF CAL-LEARN PARTICIPANTS

- 5.2.1 COUNTY shall provide to CONTRACTOR, a weekly Cal-Learn Universe Listing of CalWORKs participants who appear to be eligible for Cal-Learn in CONTRACTOR’s service delivery area. Recruitment may occur through CONTRACTOR co-location at DPSS CalWORKs district offices, as described below in Section 5.15, Co-location at COUNTY Sites or any other means CONTRACTOR and COUNTY deem appropriate.
- 5.2.2 CONTRACTOR may independently identify participants who are eligible for the Cal-Learn Program, as defined by applicable State regulations and COUNTY Cal-Learn Policies and Procedures.
 - 5.2.2.1 When CONTRACTOR identifies a potentially eligible pregnant or parenting teen, CONTRACTOR shall notify GAIN Cal-Learn Line Operations to verify the participant’s CalWORKs and Cal-Learn eligibility on GEARS and the Los Angeles Eligibility Automated Determination, Evaluation And Reporting (LEADER) System. CONTRACTOR shall confirm the status of a potentially

eligible Cal-Learn participant by reviewing GEARS screens: 1) IPCA; 2) MCAP; 3) IPRC; and, 4) ICAS.

- 5.2.2.2 If the minor pregnant or parenting teen identified by the CONTRACTOR is not aided on CalWORKs or is not eligible for Cal-Learn, no Cal-Learn services shall be provided.

5.3 CAL-LEARN NOTIFICATION AND ENROLLMENT

- 5.3.1 Upon identifying a participant as eligible for Cal-Learn, as stated in Section 5.2 above, CONTRACTOR shall enroll participant via GEARS or any other COUNTY approved means.

- 5.3.1.1 Cases shall be assigned to a Cal-Learn Contract Case Manager within four (4) work days of receiving eligibility confirmation from GAIN Cal-Learn Line Operations or receipt of an Inter-County Transfer form (CL 15, Cal-Learn Case Management Inter-County Transfer Form and/or CL 16, Cal-Learn Case Management Inter-County Transfer Summary).

- 5.3.1.2 Within four (4) workdays of assigning a participant to a Cal-Learn Contract Case Manager, CONTRACTOR shall set an orientation appointment date to alert GEARS to automatically initiate the CL 1, to both the eligible teen and the Head of the CalWORKs Assistance Unit, if applicable. The appointment shall be set at least ten (10) workdays from the date the component is opened.

- 5.3.2 Once a participant is assigned to a Contract Case Manager, CONTRACTOR shall create a separate Cal-Learn case file folder for each referred participant. The file folder shall contain all pertinent information related to Cal-Learn services.

For Cal-Learn participants who are referred erroneously and identified as such after the component is opened, the CONTRACTOR shall create a file to document the determination of erroneous referral and reason for exit.

5.4 CAL-LEARN ORIENTATION

- 5.4.1 CONTRACTOR shall provide and conduct Cal-Learn Orientations to Cal-Learn participants, as described in Section 5.3 above. Orientation shall be scheduled within twenty (20) workdays of Cal-Learn enrollment.

- 5.4.2 Orientation shall abide by applicable State regulations and County Cal-Learn Policies and Procedures.

- 5.4.3 CONTRACTOR is expected to meet a performance outcome for completion of Cal-Learn orientation. For the semi-annual period of the

Agreement, the minimum performance standard is 70 % for all newly enrolled participants, excluding those erroneously referred.

- 5.4.4 Orientation No-Shows – CONTRACTOR is responsible for contacting Cal-Learn participants who do not attend the scheduled orientations and shall continue recruitment efforts through such means as telephone calls, home visits, and/or follow-up letters.

5.5 CASE MANAGEMENT

CONTRACTOR shall provide comprehensive case management, as specified by the Adolescent Family Life Program Standards established by the California Department of Health Services, and all applicable State regulations and County Cal-Learn Policies and Procedures.

5.5.1 Case Plan

Within sixty (60) work days of the completed Cal-Learn orientation appointment, CONTRACTOR shall develop a comprehensive case plan, for each Cal-Learn participant. The purpose of the case plan is to assist participants in graduating from high school, or obtaining its equivalent (GED or California High School Proficiency Certificate). CONTRACTOR shall update the case plan at least once every quarter. The case plan shall abide by State regulations and County Cal-Learn Policies and Procedures.

5.5.2 Cal-Learn Plan Review

CONTRACTOR will monitor each Cal-Learn participant's progress through monthly contacts with the participant, a collateral relative, or a service provider, to determine the effectiveness of the service plan and the participant's progress. If needed, CONTRACTOR shall make necessary changes to the service plan to improve the Cal-Learn participant's progress.

Cal-Learn Contract Case Manager shall act as an advisor, mentor, and role model so that each Cal-Learn participant has someone to trust and rely upon for advice and guidance.

5.6 SUPPORTIVE SERVICES

CONTRACTOR shall evaluate unmet needs for child care, transportation, ancillary services, and other services needed to attend school full-time as defined by the school.

- 5.6.1 CONTRACTOR shall document supportive service needs and forward COUNTY-required transportation and ancillary payment requests and documentation to the GAIN Services Worker, and request for child care to the appropriate Alternative Payment Program (APP) agency.

- 5.6.2 CONTRACTOR shall report changes in status that affect supportive service payments, or overpayments and underpayments, if discovered, to the GAIN Services Worker within five workdays of discovery.
- 5.6.3 CONTRACTOR shall maintain documentation of supportive service requests in the Cal-Learn case record, as required by COUNTY procedures.

5.7 SCHOOL ATTENDANCE AND REPORT CARDS

5.7.1 School Enrollment

Consistent with the stated goals of the Cal-Learn Program, CONTRACTOR shall emphasize the importance of completing a high school education and work with participants to address barriers to school enrollment. Accordingly, CONTRACTOR is expected to meet a performance outcome for enrollment in high school or equivalent program. The minimum performance standard is 60% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled who have completed Cal-Learn orientation.

If the participant is unable to obtain documentation of school enrollment, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and school enrollment information.

5.7.2 Report Card Schedule

CONTRACTOR shall give or mail to the Cal-Learn participant, the CalWORKs payee and the GAIN Services Worker, the initial report card schedule and all updates to the report card schedule. The report card schedule is developed by the Cal-Learn Contract Case Manager within thirty calendar days of the participant's Cal-Learn enrollment and/or as part of the Case Plan. Updates to the report card schedule are developed when the previous report card is due or has been submitted or as necessary during the Case Plan Review. The report card schedule and updates will be on a COUNTY approved form.

CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled in high school or an equivalent program.

5.7.3 School Progress

The Cal-Learn Contract Case Manager shall monitor to ensure that report cards are submitted by the Cal-Learn participant by the report card due

date (within 10 work days after the report card issue date) in accordance with the report card schedule, per Section 5.7.2 above.

If the participant is unable to obtain the report card from the school, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and progress of student.

5.7.4 High School Graduation

CONTRACTOR is expected to meet a performance outcome for high school graduation. For the annual period of the Agreement, the minimum performance standard is 50% of all Cal-Learn participants who are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the eleventh grade, and have not been exited due to loss of CalWORKs eligibility.

5.8 GOOD CAUSE DETERMINATIONS

5.8.1 Good Cause determination is started/evaluated when requested by the Cal-Learn participant. CONTRACTOR shall review the events on which the Cal-Learn participant based the request and provide a recommendation for a sanction, bonus or no bonus/no sanction, with substantiating documentation to the County. The GAIN Services Worker shall review the CONTRACTOR's documentation and recommendation to determine if the Cal-Learn participant does or does not have good cause.

5.8.2 The Cal-Learn Contract Case Manager shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.

5.9 DEFERRALS

5.9.1 CONTRACTOR shall send a deferral recommendation and supporting documentation to the GAIN Services Worker (GSW) for approval and follow State regulations and County Cal-Learn Policies and Procedures.

CONTRACTOR shall continue Cal-Learn case management during the time a Cal-Learn participant is deferred. Supportive Services payments do not continue.

5.9.2 CONTRACTOR shall review deferrals when the deferral period expires, but no less often than every three months.

5.10 EXEMPTIONS

5.10.1 CONTRACTOR shall follow applicable State regulations and COUNTY Cal-Learn Policies and Procedures in recommending an exemption and

send an exemption recommendation and supporting documentation to the GSW for approval.

5.10.2 Cal-Learn services are not provided to teens exempted from Cal-Learn. CONTRACTOR shall review the exemption reason when it expires, but no less than every six months. COUNTY will alert CONTRACTOR via the Cal-Learn Checklist five work days prior to the end of the exemption period that an exemption review will be due.

5.11 REFERRALS

CONTRACTOR shall provide referrals to appropriate community services needed to assist the teen parent to continue in or return to school when the needed services are available and also accessible to the teen parent.

5.11.1 Welfare Fraud Investigation Referrals

CONTRACTOR shall initiate a fraud referral to the GAIN Services Worker if the Cal-Learn participant, the Cal-Learn participant in collusion with a service provider or any family member is suspected of committing welfare fraud. Initial reports/referrals can be verbal or in writing. When making a verbal report, CONTRACTOR is to ensure that a written referral is submitted within three work days of the initial report.

The CONTRACTOR shall notify the GAIN Services Worker **within five business days** when an overpayment is discovered on a Cal-Learn case.

5.11.2 Child/Elder Abuse Investigation Referrals

CONTRACTOR shall report suspected elder abuse or child abuse per existing State mandated reporter requirements. Contractor shall initiate reports to the Department of Children and Family Services or other appropriate authorities, verbally or in writing. When making a verbal report, CONTRACTOR shall ensure that a written report is submitted within three workdays of the initial report.

5.12 CAL-LEARN EXITS

5.12.1 CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility. When the participant no longer qualifies, CONTRACTOR shall take appropriate action and initiate the closure of the participant's Cal-Learn component in no more than five work days from the workday after the date notification was received from the GSW, via the final checklist, that the participant was ineligible.

5.12.2 CONTRACTOR shall ensure the Cal-Learn component closure is effective no later than the last day of the month in which notification of termination is received, teen turns 19 or 20 years old or graduates. When a bonus, sanction, or good cause determination is pending, CONTRACTOR may keep the component open until the end of the month, following the month in which the participant became ineligible. To the extent possible, COUNTY shall notify CONTRACTOR on cases that are to be closed in a specific month at least five working days prior to the end of the month. Information shall be retained and documented in participant's Cal-Learn case folder.

5.12.3 CONTRACTOR shall not be paid beyond the month in which written notification is received from COUNTY that the Cal-Learn participant is no longer eligible except for reasons stated above. CONTRACTOR may not be eligible for payment for any cases where a CONTRACTOR-caused delay occurs in closing a component.

5.13 INTER-COUNTY TRANSFERS (ICT)

5.13.1 For cases being **transferred in** from other counties in California, CONTRACTOR shall assign ICT cases to case managers within four work days of receipt of CL 15 or CL 16. The COUNTY shall provide the date-stamped CL 15 to the CONTRACTOR within three work days from receipt of CL 15.

5.13.2 CONTRACTOR shall forward CL 16 to COUNTY within three workdays of receipt.

5.13.3 CONTRACTOR shall maintain effective controls to ensure proper invoicing of ICT cases. CONTRACTOR may request payment for these cases effective the month in which Cal-Learn services were initiated. In addition, CONTRACTOR shall ensure that previously invoiced ICT cases are not counted as new cases in subsequent invoices once the case is added as new via GEARS.

5.13.4 For cases being **transferred out** to other counties in California, CONTRACTOR shall notify the GAIN Deputy Administrator and initiate Cal-Learn exit procedures, within three work days of receiving notification from the GSW, via the Cal-Learn checklist, of a participant's move to another county.

5.14 INTER-AGENCY TRANSFERS

CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.

5.14.1 Upon verification of participant's change of address from GSW, CONTRACTOR shall transfer those cases that have moved to another service area within Los Angeles County within 10 work days.

For outgoing cases, CONTRACTOR shall confirm the new address service area, notify the new provider per established procedures, receive transfer information from new provider and transfer the case electronically in GEARS.

The receiving agency shall, within four work days of request, provide the name of the new case manager to the sending agency to complete the transfer. Should COUNTY affect CONTRACTOR's ability to transfer a case within the 10 work days, CONTRACTOR shall complete the transfer as soon as possible.

- 5.14.2 In the event that a Cal-Learn participant requires immediate services while a case is in the process of being transferred, CONTRACTOR shall remain responsible for providing services until GEARS is updated and reflects a new Cal-Learn service provider as the responsible provider.
- 5.14.3 CONTRACTOR must ensure proper invoicing on all outgoing and incoming inter-agency transfers, as CONTRACTOR would no longer be eligible for payment in the service month in which the case was transferred out, but will be eligible for payment in the service month in which it received case transfers.

5.15 CO-LOCATION AT COUNTY SITES

CONTRACTOR may utilize COUNTY premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Learn case management. It is expressly understood that this Agreement does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

5.15.1 CONTRACTOR shall:

- 5.15.1.1 Abide by the COUNTY's rules and regulations as described in Section VIII, Paragraph 50.0 of the Agreement
- 5.15.1.2 Keep the occupied area in a clear and sanitary manner.
- 5.15.1.3 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to CONTRACTOR that is installed or placed within the area occupied.
- 5.15.1.4 Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR activities on the premises.
- 5.15.1.5 Upon termination of this Agreement, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by COUNTY,

other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.

5.15.1.6 Permit COUNTY staff to enter the area occupied at any time for the purpose of determining whether the CONTRACTOR's activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required of the COUNTY.

5.15.1.7 Conduct outreach activities at local Department of Public Social Services district offices. COUNTY shall provide to CONTRACTOR, a table, chair and access to a telephone, as needed, when conducting and/or assisting pregnant/teen parents during appointments/interviews with the teen's Eligibility Worker.

5.15.2 Alterations and Improvements to Facilities

5.15.2.1 CONTRACTOR shall make no alterations or improvements to the premises furnished, other than for the installation and placement therein of personal property required for said activities, without the prior written consent of COUNTY. Alterations or improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.

5.15.2.2 All personal property furnished by the CONTRACTOR, including personal property installed or placed on the premises, shall be removed by the Agreement's termination date. In the event of its failure to do so, title thereto shall vest in COUNTY. All alterations, additions, or betterments to the premises furnished by the CONTRACTOR shall remain the property of the COUNTY upon termination of this Agreement.

5.16 ADMINISTRATIVE TASKS

CONTRACTOR shall provide all administrative services necessary to perform the Agreement requirements specified in this agreement as follows:

5.16.1 CONTRACTOR shall ensure that a Contractor Employee Acknowledgement and Confidentiality Agreement, as illustrated in Attachment D, is signed and a copy is on file for each employee prior to his/her commencing work under this Agreement.

- 5.16.2 CONTRACTOR shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in CONTRACTOR's records.
- 5.16.3 CONTRACTOR shall revise internal procedures as required by COUNTY to comply with systems or regulation changes.
- 5.16.4 CONTRACTOR shall provide in-house staff training and maintain a log to ensure the following requirements are met. CONTRACTOR shall update training as necessary to ensure staff understanding of all current and updated regulations, laws, systems and procedures.
 - 5.16.4.1 All public contact staff must be consistently sensitive, understanding, and use sound judgment in recognizing the rights and needs of participants.
 - 5.16.4.2 Staff is trained in sensitivity to language and cultural differences, and will work with participants to address language and cultural barriers to education that participants may demonstrate.
 - 5.16.4.3 All line staff and supervisors understand and correctly apply all provisions of the COUNTY Cal-Learn Plan, State regulations and County Cal-Learn Policies and Procedures, COUNTY requirements, participants' civil rights requirements, confidentiality requirements and welfare fraud and child/elder abuse reporting requirements.
 - 5.16.4.3 Methods are employed to identify and mitigate in a timely manner problems experienced by staff in coping with job stress, workload pressures, and interaction with program participants.
- 5.16.5 CONTRACTOR shall create and maintain Cal-Learn case files. The use of manila folders will be sufficient for this purpose.
 - 5.16.5.1 A file shall be maintained for each Cal-Learn participant and shall include, but not be limited to:
 - 5.16.5.1.1 Cal-Learn Participant's Name and Address;
 - 5.16.5.1.2 CalWORKs Payee Name and Case Number;
 - 5.16.5.1.3 Copies of Notices;
 - 5.16.5.1.4 Case Plan;
 - 5.16.5.1.5 Report Cards and school progress reports, or contractor documentation;

- 5.16.5.1.6 Deferral, Exemption, Bonus, or Sanction Recommendations;
- 5.16.5.1.7 Documentation to substantiate cause recommendations, deferrals and all recommendations made to the GAIN Services Worker;
- 5.16.5.1.8 Service Referrals;
- 5.16.5.1.9 Complaints.

5.16.5.2 A security system shall be maintained to protect the confidentiality of the files.

5.16.5.3 CONTRACTOR shall retain files as required in Record Retention and Inspection, Section VI, Paragraph 47 of the Agreement.

5.16.6 Contract staff at each site shall be available to discuss participant's progress records with COUNTY, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except County-recognized holidays and County-approved Contractor holidays.

Contract Manager or designee shall attend meetings and provide participant progress records and other documentation as requested by COUNTY. COUNTY shall provide a minimum of five work days' notice of scheduled meetings and request for documentation/information.

5.16.7 CONTRACTOR shall maintain a supply of civil rights complaint form PA 607, which will be furnished by the COUNTY as needed during the life of the Agreement. CONTRACTOR shall complete the civil rights complaint form when a Cal-Learn participant has stated that his/her rights have been violated, even when the complaint has been resolved by Contractor. The forms are to be sent within three work days of the complaint with a copy to the CCA, to:

DPSS Civil Rights and Language Services Section
Civil Rights Program Manager
12860 Crossroads Parkway South
City of Industry, California 91746

5.16.8 CONTRACTOR shall be available to consult with COUNTY as needed, in the event compliance procedures are initiated. CONTRACTOR shall also provide records, documents and written statements for State hearing, compliance, and grievance processes when requested by COUNTY within five work days of a telephone call or written notice.

- 5.16.9 Annually or upon demand by COUNTY, CONTRACTOR shall conduct an inventory of all equipment purchased for this Agreement and a copy shall be sent to the CCA.

5.17 REPORTING TASKS

- 5.17.1 CONTRACTOR shall use data from GEARS reports to reconcile with its own records, where applicable. CONTRACTOR shall send to COUNTY, a monthly Ongoing Services Invoice addressed to the CCA. The invoice is due by the fifteenth calendar day of the month for the previous month. The monthly invoice shall be similar in form to the Technical Exhibit 6.3.
- 5.17.2 CONTRACTOR shall provide on a semi-annual basis:
- 5.17.2.1 Summaries of participant success stories, due the fifteenth of the month following the semi annual and annual period of the Agreement.
 - 5.17.2.2 Narratives of types of services provided in-house and through CONTRACTOR's network of service providers, due the fifteenth of the month following the semi-annual and annual period of the Agreement.
- 5.17.3 CONTRACTOR shall complete and provide to the CCA other ad hoc reports as required by COUNTY.

5.18 PERFORMANCE OUTCOME MEASURES

- 5.18.1 CONTRACTOR shall abide by all standards and expectations contained in this Agreement. In addition, the Agreement includes four Performance Outcome Measures, as defined in Attachment A, Section 2.41 and their respective standards reflected as percentages as detailed in Attachment A, Sections 5.4.3, 5.7.1, 5.7.2, and 5.7.4.
- 5.18.2 In assessing financial bonuses and deductions, the following evaluation periods shall be used for the listed Performance Outcome Measures:
- 5.18.2.1 COUNTY shall evaluate CONTRACTOR performance based on orientation completion, report card submission and school enrollment rates during the six-month evaluation period of the Agreement.
 - 5.18.2.2 COUNTY shall evaluate CONTRACTOR performance based on its graduation rate during the annual evaluation period of the Agreement.

- 5.18.3 During any of the aforementioned monitoring periods, should CONTRACTOR performance in all four listed performance outcome measures, for the monitoring period, exceed the standards by larger than the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may be eligible for a payment bonus of \$100 for each percentage point above the standard minus AQL in each of the performance outcome measures.
- 5.18.4 During any of the aforementioned monitoring periods, should CONTRACTOR performance in all four listed performance outcome measures, for the monitoring period, fall below the standards minus the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may receive a payment deduction of \$100 for each percentage point below the standard minus the AQL in each of the performance outcome measures.
- 5.18.5 Ceilings on bonuses and floors on deductions shall not exceed ten percent (10%) of CONTRACTOR's monthly payment issued during the performance outcome measures' evaluation period, as described in Agreement Part V, Paragraph 3.13. The highest monthly payment in the evaluation period ending August 2009 shall be used in making this assessment. Bonuses and deductions will be assessed one time during a contract year.
- 5.18.6 GEARS data shall be utilized in determining CONTRACTOR performance on performance outcome measures.
- 5.18.7 Should rates in any of the performance outcome measures exceed or fall below the standards, COUNTY at its discretion shall meet with CONTRACTOR to evaluate the appropriateness of the standards and/or methodology in arriving at the standard. COUNTY shall retain sole discretion in making a determination on the appropriateness of the standards based on CONTRACTOR input.
- 5.18.8 CONTRACTOR may request consideration to waive performance standards as discrepant. However, for the purposes of imposing bonuses or deductions, the evaluation periods shall follow the time frames noted above.
- 5.18.9 COUNTY shall provide to CONTRACTOR copies of all monitoring reports and appropriate supporting data, which may include data files that support CONTRACTOR performance rates. These will be provided on a monthly basis as well as cumulatively for the timeframe for each outcome measure. COUNTY reserves the right to determine the appropriateness of providing supporting information.

TECHNICAL EXHIBIT 6.0

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1. INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Agreement. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

A listing of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Agreement and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Agreement and Statement of Work. In addition, the PRS is not meant to be a conclusive list of all monitored items. The COUNTY will monitor for the entire provisions in the Agreement. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Agreement, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis for penalties.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. The COUNTY will work with the CONTRACTOR to help resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

6.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart follows the PRS as Technical Exhibit 6.1 and provides the following:

- 6.2.1 Lists the Agreement requirements considered most critical to acceptable contract performance (Column 1 of chart).
- 6.2.2 Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

- 6.2.3 Defines the Standard of performance for each required service (Column 3 of chart).
- 6.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalty amounts and/or points (Column 4 of chart).
- 6.2.5 Shows the amount of unsatisfactory performance indicator amounts and/or points that may be assessed for exceeding the AQL (Column 6 of chart). These indicators may serve as the baseline for assessing liquidated damages.

6.3 QUALITY ASSURANCE

CONTRACTOR performance will be compared to the Agreement standards and acceptable quality levels (AQL's) using the COUNTY's Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

- 6.3.1 Review of Reports, Statistical Record and Files.
- 6.3.2 User Complaints.
- 6.3.3 Random Sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For random sample tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.
- 6.3.4 Site visits.

6.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

- 6.4.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (see Technical Exhibit 6.2) will be issued.
- 6.4.2 If a CDR is issued, it will be sent to the Contract Manager or alternate.

6.4.3 Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within 10 business days.

6.4.4 The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to deem it an unsatisfactory performance for the month.

6.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard, and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance;

Lot Size - the total number of units or services provided during the sample period;

Sample Size - The number of units to be checked for a given time period; and

Acceptance/Rejection Numbers - The numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often the CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

The *Unsatisfactory Performance Indicator (UPI)* penalty points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL

When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may require the service be properly performed prior to the next scheduled performance review.

6.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.7 UNSATISFACTORY PERFORMANCE REMEDIES

When CONTRACTOR performance does not conform with the requirements of this contract, the COUNTY shall have the right to apply the following non-performance remedies:

- 6.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 6.7.2 Assess penalty points for each Unsatisfactory Performance Indicator per month that exceeds the allowable AQL. Should the monthly total of penalty points exceed 50 in any given month, CONTRACTOR shall be required to meet with COUNTY and address specific plans to immediately rectify deficiencies. Provisions included in Agreement Section VIII, Paragraph 24.0, "COUNTY's Quality Assurance Plan" will apply to these occurrences.
- 6.7.3 Suspend or cancel the Agreement for systematic, deliberate misrepresentations. This does not preclude COUNTY's right to terminate the Agreement upon 30 days written notice with or without cause, as provided for in this Agreement Section VIII, Paragraph 53.0, *Termination for Convenience*, herein above.
- 6.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be offset against CONTRACTOR's future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 13.0 and 7.0.</u> - Complies with all laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities.	Notices posted. Instances of abuse reported.	Notices posted in CONTRACTOR facilities and easily accessible to employees. Instances of abuse reported timely.	0%	User complaint and/or on-site investigation. Review of records.	5 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 10.0 – Complaints & Attachment A, Section 4.7, Complaint Resolution Procedures and 4.8, Civil Rights Complaint Procedures.</u>	Contractor has procedures in place to receive, investigate and respond to user complaints.	Submits, within 15 business days of contract effective date, policy on handling complaints. Provides updates to plans timely. Notifies CCA of status of investigations within 5 days of receiving complaints. Provides copies of responses to complaints within 3 business days. For civil rights complaints, completes the necessary civil rights complaint form and forwards it correctly and timely.	5%	On-site visits, user complaints or random sample.	5 points per incident in failing to report a complaint on a timely basis.
<u>Agreement Section VIII, 15.0 - Confidentiality.</u>	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of agreement in CONTRACTOR files. No unauthorized release of information.	0%	Random sample user complaint.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Agreement Section VIII, 17.0 - Consideration to Hire GAIN/GROW Participants.</u>	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer participants.	0%	Periodic review of records.	5 points for each failure to comply with CCA requests.
<u>Agreement Section 21.3 and Attachment A, Section 1.3.3.3, 4.1.1, 4.1.3, 4.1.4, and 4.1.5 - Personnel Qualifications</u>	Contractor Staffing Qualifications. Bilingual Certification Process.	CONTRACTOR staff posses the needed training, background and meet the APLP guidelines to provide Cal-Learn Case Management Services. CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s).	0%	On-site review of Contractor's records. On-site review of Contractor's records.	10 points per incident. 10 points per incident.
<u>Agreement Section VIII, 21.3 and Attachment A, Section 1.3.3.4 and 4.1.6 - Criminal Background Checks</u>	Criminal Background Checks.	Conduct criminal background checks to ensure CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.	0%	On-site review of Contractor's criminal clearance records.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Section 1.3 - Key CONTRACTOR Personnel.	Provide at contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0%	Notification by U.S. mail, e-mail, or telephone.	5 points per day for late notification.
Attachment A, Section 1.4 Quality Control Plan (QC).	Contractor provides QC Plan and any subsequent revisions upon CCA request. Contractor maintains QC review records and provides upon CCA request.	QC Plan received by CCA on Agreement start date. Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	0%	Review of plan and revised plans. Periodic review of records	5 points per day late. 1 point per item deficient. 5 points per incident.
Attachment A, Section 4.1.2 - Staffing Levels	Contractor Staffing Levels.	Maintains staffing levels as approved by DPSS. Obtains prior approval from DPSS should CONTRACTOR determine that provided services requires additional or fewer staff.	0%	Review of Contractor's budget and on-site review of Contractor's records.	10 points per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Section 5.4 - Orientation of Cal-Learn Participants (outcomes)	Rate of newly enrolled Cal-Learn participants that have attended Cal-Learn Orientation..	At minimum, 70% of all newly enrolled participants complete Cal-Learn orientation. 1) Orientation shall be scheduled within twenty (20) workdays of enrollment; 2) CONTRACTOR is expected to meet a performance outcome for completion of orientation; 3) CONTRACTOR is responsible for contacting participants who do not attend the scheduled orientation.	5%	Semi-annual review of data on completion of orientation of all those scheduled for orientation.	\$100 deduction for each percentage point below 65%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 75%, subject to provisions in Attachment A, Section 5.18.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.5 – Case Management</u>	Case Plan and Cal-Learn Plan review	<p>CONTRACTOR shall develop a comprehensive case plan for each Cal-Learn participant within sixty (60) work days of the completed Cal-Learn orientation appointment.</p> <p>CONTRACTOR shall update the case plan at least once every quarter.</p> <p>CONTRACTOR shall monitor each Cal-Learn participant's progress monthly.</p>	5%	Random sampling of participant's records.	1 point for each percentage point in excess of the AQL.
<u>Attachment A, Section 5.6 – Supportive Services</u>	<p>Supportive services needs are evaluated and documented.</p> <p>Change in supportive services status reported to GSW within (5) five workdays.</p>	<p>CONTRACTOR shall evaluate unmet needs for child care, transportation, and other services needed to attend school full-time.</p> <p>CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures.</p>	3%	Site visits and review of randomly selected participant cases.	5 points per percentage point exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.7</u> - School Enrollment Rate	Rate of school enrollment for all teens that have completed Cal-Learn orientation.	CONTRACTOR is expected to meet a performance outcome for enrollment of high school or equivalent program. The minimum performance standard is 60% of all Cal-Learn participants enrolled who have completed orientation.	5%	Semi-annual review of data on school enrollment.	\$100 deduction for each percentage point below 55%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 65%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7</u> - Report Card Schedule - Submission Rate	Rate of report cards received for all Cal-Learn participants that are enrolled in school. The report card schedule shall be developed within thirty calendar days of the participant's Cal-Learn enrollment	CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the Agreement for all Cal-Learn participants enrolled in high school or an equivalent program.	5%	Semi-annual review of data on report cards due and submitted.	\$100 deduction for each percentage point below 45% subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 55%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7</u> - High School Graduation Rate	Rate of high school completion for all Cal-Learn participants that have completed the 11 th grade and are enrolled in school.	At minimum, 50% of all Cal-Learn participants that are enrolled in a program, have completed the 11 th grade and have not been exited due to loss of CalWORKs eligibility.	10%	Annual review of data on high school completion	\$100 deduction for each percentage point below 40%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 60%, subject to provisions in Attachment A, Section 5.18.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.8 – Good Cause Determinations</u>	Good Cause Determinations	Cal-Learn participant requests Good Cause Determinations. CONTRACTOR reviews and provides a recommendation for a sanction, with supporting documentation to the GSW.	3%	User complaints or random sample.	5 points for exceeding AQL.
<u>Attachment A, Section 5.9 and 5.10 – Deferrals and Exemptions</u>	Deferrals and Exemptions	CONTRACTOR shall send a deferral recommendation and supporting documentation to the GSW for approval and review deferral when the deferral period expires, but not less often than every three (3) months. CONTRACTOR shall review exemptions when exemption period expires, but not less often than every six (6) months.	5%	Case Review, GEARS Screen, and GEARS Reports.	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.11 Referrals</u>	Referrals to the appropriate community services, and for Welfare Fraud Investigation and Child/Elder Abuse Investigation	<p>CONTRACTOR provides referrals to appropriate community services agencies to assist participants.</p> <p>CONTRACTOR shall initiate a fraud referral to GSW for suspected Welfare Fraud. Verbal report followed up with written report within three (3) work days of the initial report.</p>	0%	Random sample or user complaints.	5 points for exceeding AQL.
<u>Attachment A, Section 5.12 – Cal-Learn Exits</u>	Cal-Learn Exits	CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.13</u> <u>Inter-County</u> <u>Transfers (ICT)</u>	Inter-County Transfers	CONTRACTOR shall assign ICT cases to case managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties. CONTRACTOR shall forward CL 16 to County within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.14</u> <u>Inter-Agency</u> <u>Transfers</u>	Inter-Agency Transfers	CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.15</u> <u>Co-Location at</u> <u>County Sites</u>	Co-Location at County Sites	CONTRACTOR shall utilize County premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Lean services	0%	Site Visits	5 points per percentage point exceeding AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART - CAL-LEARN CASE MANAGEMENT PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.16 Administrative Tasks</u>	Administrative Tasks	CONTRACTOR shall provide all administrative services necessary to perform the Agreement requirements specified in this Agreement	5%	On-Site review, user complaints or random sample.	1 point per incident of non-compliance.
<u>Section V, 3.0, Attachment A, 5.17 Reporting Tasks</u>	Timely Invoices and reports submitted	<p>CONTRACTOR shall submit an accurate monthly invoice by the 15th calendar day following the report month.</p> <p>CONTRACTOR shall provide by the fifteenth of the month following the semi-annual and annual period of the Agreement, summaries of participant success stories and narratives of the type of services provided</p> <p>CONTRACTOR shall submit ad hoc reports as required by the County.</p>	0%	Review of invoices and GEARS reports.	\$100 per each day late.

TECHNICAL EXHIBIT 6.2
CONTRACT DISCREPANCY REPORT

SAMPLE CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
 Returned by CONTRACTOR: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

 Signature of QAE/CCA Date _____

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

 Signature of Contract Manager Date _____

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

 Signature of QAE/CCA Date _____

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

 CCA's Signature and Date

 Contract Representative's Signature and Date

ATTACHMENT B
CONTRACTOR BUDGET AND EMPLOYEE BENEFITS

CONTRACT BUDGET

Attachment B-1

Page 4 of 6

PROJECT NAME: Cal-LearnCONTRACTOR: Foothill Family Service
CONTRACT PERIOD: 9/1/06 - 8/31/09CONTACT PERSON: Jan Llewellyn
TELEPHONE NUMBER: 626-564-1613 x110**ADMINISTRATIVE COSTS:****DIRECT COSTS****Salaries & Benefits (See Personnel Schedule)****Total Cost****Case Management/Administrative Staff:**

Salaries	\$	1,270,185
Fringe Benefits		290,792

Personnel Subtotal	\$	1,560,977
---------------------------	-----------	------------------

OPERATING COSTS (1)**Monthly Cost****Cost 9/1/06- 8/31/09**

Equipment *	\$	-	\$	-
Supplies		1,620		58,320
Mileage (rate per mile x estimated mileage)		1,268		45,648
Computers, Printer & Software (2)		-		-
Printing/Postage		248		8,928
Provider Training/Health Promo/Education		262		9,432
Rent/Depreciation/Building Interest		4,299		154,764
Utilities		230		8,280
Telephones		542		19,512
Facility Maintenance		814		29,304
Other (Ins.Gen., recruitment, fees/licenses) *		1,545		55,620
Operating Costs - Subtotal	\$	10,828	\$	389,808

INDIRECT COSTS (List all appropriate) - 9.5% of direct salaries plus benefits at 22.89% for portion of salaries of reception, accounting and human resources staff (\$1,270,185 x 9.5% x 1.2289 = \$148,395)

148,395

Indirect Cost - Subtotal

\$	148,395
----	---------

DIRECT SERVICES COSTS:**DIRECT SERVICES**

Type of Service caseload multiplied by cost per case (Sub-contracting)

\$	-
----	---

(10,452 x \$200.84 = \$2,099,180)

Grand Total Contract Cost

\$	2,099,180
----	-----------

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.
- * Please see Itemized Schedule

PERSONNEL SCHEDULE

CONTACT PERSON:
TELEPHONE NUMBER:

Foothill Family Service
9/1/06 - 8/31/09

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF CONTRACT	TOTAL COST
Gabriele Burkard	Program Director	1	\$ 7,163	44.78	\$ 3,208	\$ 38,493	3	\$ 115,479
Ellen Deker	Program Coordinator	2	\$ 5,137	44.78	\$ 4,600	\$ 55,205	3	\$ 165,614
Lorraine Williams								
Dahlia DeLeon	QA Specialist	1	\$ 2,928	44.78	\$ 1,311	\$ 15,733	3	\$ 47,200
Marie Velez	TFS Data Entry Specialist	1	\$ 2,652	44.78	\$ 1,188	\$ 14,251	3	\$ 42,752
Vianey Bobadilla	TFS Admin Assistant	1	\$ 2,814	44.78	\$ 1,260	\$ 15,122	3	\$ 45,367
Anisa Law	TFS Specialist	1	\$ 3,494	44.78	\$ 1,565	\$ 18,775	3	\$ 56,325
Irina Gonzalez	TFS Program Assistant	1	\$ 1,827	44.78	\$ 818	\$ 9,818	3	\$ 29,453
Cristal Lopez	Case Manager 1	3	\$ 2,468	44.78	\$ 3,315	\$ 39,779	3	\$ 119,338
Cynthia Manzur								
Victoria Sandoval	Case Manager 2	13	\$ 2,661	44.78	\$ 15,488	\$ 185,862	3	\$ 557,585
Angelica Alvarez								
Adriana Barrera								
Sal Cardenas								
Aida Esqueda								
Claudia Fonseca								
Maria Lozano								
James Pizano								
Heidi Ponce								
Daniela Rodriguez								
Yesenia Rosas								
Yadira Vital-Gonzales								
Patty Zaragoza								
To be filled	Case Manager 3	2	\$ 2,825	44.78	\$ 2,530	\$ 30,357	3	\$ 91,072
Rita Loussikian								
Lizette Vasquez								
Total Salaries:					\$ 35,283	\$ 423,395		\$ 1,270,185

EMPLOYEE BENEFITS BY CLASSIFICATION					
	All Positions	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION
Medical insurance	\$ 83,920				\$ 83,920
Dental insurance	\$ 4,696				\$ 4,696
Vision insurance	\$ 2,698				\$ 2,698
Short-term disability insurance	\$ 1,089				\$ 1,089
Cafeteria plan	\$ 176				\$ 176
Retirement/group life/long-term disability	\$ 63,513				\$ 63,513
Social security	\$ 96,224				\$ 96,224
Unemployment	\$ 11,458				\$ 11,458
Workers compensation insurance	\$ 27,017				\$ 27,017
Fringe Benefit Subtotal	\$ 290,792	\$ -	\$ -	\$ -	\$ 290,792
Total # of Positions by Classification					
Total Fringe Benefits (3):	\$ 290,792	\$ -	\$ -	\$ -	\$ 290,792

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Criteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Checkmark the columns heading in the name of the position and provide benefit information for that position

EMPLOYEE BENEFITS

CONTRACTOR _____

CONTRACT PERIOD: 12/01/04-11/30/05

Position Classification _____

Medical Insurance/Health Plan (1)

Employer Pays _____ Employee Pays \$ _____ Total Premium _____

Annual Deductible:

Employee \$ _____

Family \$ _____

Coverage (check all applicable):

☒ _____
☒ _____
☒ _____
☒ _____
☒ _____
☒ _____
☒ _____
☒ _____

Hospital Care : Inpatient \$ _____ Outpatient \$ _____
X-Ray & Laboratory
Surgery
Office Visits
Pharmacy
Maternity
Mental Health/Chemical Dependency, Inpatient
Mental Health/Chemical Dependency, Outpatient

Dental Insurance

Employer Pays _____ Employee Pays \$ _____ Total Premium \$ _____

Life Insurance

Employer Pays _____ Employee Pays \$ _____ Total Premium \$ _____

Vacation

Number of Days: _____, And
Any Increase After _____ Years of Employment, Number of Days or Hours _____

Sick Leave

Number of Days: _____, Per Year, And
Any Increase or Accumulation, Number of Days or Hours _____

Holidays

Number of Days: _____, Per Year _____

Retirement

Employer Pays _____ Employee Pays \$ _____ Total _____

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

Rent/Depreciation/Building Interest:

Rent: \$1.83 per square foot for 2,349 square feet for 36 months 154,764

Utilities: \$230 per month for 36 months 8,280

Telephones: \$542 per month for 36 months 19,512

Facility Maintenance: \$814 per month for 36 months 29,304

Other:

Outside svc - audit/Cal-Learn, computer maint. & payroll

Annual
\$ 6,174

Insurance

6,548

Advertising

1,700

Books and journals

592

Other miscellaneous expense/dues & property tax

3,529

18,543 times 3 years

55,620

Operating Costs - Subtotal

\$389,808

INDIRECT COSTS (List all appropriate) - Portion of salaries of reception, accounting and resources staff at overall indirect rate of 9.5% of direct salaries plus related benefits at 22.89% (\$1,270,185 x 9.5% x 1.2289 = \$148,395)

\$148,395

Total Indirect Cost

\$148,395

Grand Total Contract Cost

\$2,099,180

Cal-Learn Budget Justification Narrative

CONTRACTOR:	Foothill Family Service	CONTACT PERSON:	Jan Llewellyn
CONTRACT PERIOD:	9/01/06- 8/31/09	TELEPHONE NUMBER:	626-564-1613 x110

ADMINISTRATIVE COSTS:

DIRECT COSTS

		Annual Salary	% of time	# Mos.	FTE	Total Cost
Salaries & Benefits						
<u>Case Management/Administrative Staff:</u>						
Case Managers	Case Manager 1	\$ 29,616	44.78%	36	3	\$119,338
	Case Manager 2	31,932	44.78%	36	13	\$557,585
	Case Manager 3	33,900	44.78%	36	2	\$91,072
	Provides direct service to clients					
Coordinator:	Supervises case managers	61,644	44.78%	36	2	\$165,614
QA Specialist:	Reviews cases for compliance with required procedures	35,136	44.78%	36	1	\$47,200
TFS Specialist:	Assigns cases and provides direct service to clients	41,928	44.78%	36	1	\$56,325
Program Director:	Director of overall program	85,956	44.78%	36	1	\$115,479
TFS Admin Assistant:	Provides overall administrative support to Director and program	33,768	44.78%	36	1	\$45,367
TFS Data Entry Specialist:	Provides overall data entry support to program	31,824	44.78%	36	1	\$42,752
TFS Program Assistant:	Provides overall clerical support to program	21,924	44.78%	36	1	\$29,453
Total Personnel						\$1,270,185

Fringe Benefits:

	<u>Percentage</u>	
Health Plan	6.61%	83,920
Retirement	5.00%	63,513
Social Security	7.58%	96,224
Workers Compensation	2.13%	27,017
Other Fringe Benefits	1.58%	20,118

Total Fringe Benefits **\$290,792**

Total Personnel **\$1,560,977**

OPERATING COSTS (1)

	<u>Total Cost</u>
<u>Supplies:</u> Approximately \$1,620 per month for 36 months	58,320
<u>Mileage:</u> Approximately 2,849 miles per month at \$.445 per mile for 36 months	45,648
<u>Printing/Postage:</u> Approximately \$248 per month for 36 months	8,928
<u>Provider Training/Health Promo/Education:</u> Approximately \$262 per month for 36 months	9,432

ATTACHMENT C
SAMPLE MONTHLY INVOICE FORMAT

SAMPLE MONTHLY INVOICE FORMAT
CAL-LEARN CASE MANAGEMENT ONGOING SERVICES INVOICE

I. Current Billing Month and Year:	Invoice Date:
Contractor's Social Security or Taxpayer No.:	Contract No.:
Contractor's Name:	Telephone No.:
Contractor's Address:	
II. Payment requested for Service Month of: _____ Month/Year	\$ _____
III. Cal-Learn participants served during the Service Month	
A. Number of Cal-Learn participants enrolled at the end of last month.	= _____
B. Number of Cal-Learn participants newly enrolled during the service month.	+ _____
C. Number of Incoming Interagency Transfers in the service month.	+ _____
D. Number of Cal-Learn participants transferred to other Contractor in the service month.	- _____
E. Number of Cal-Learn participants exiting Cal-Learn in the month immediately preceding the service month.	- _____
F. Number of Cal-Learn participants exempted at the end of the month immediately preceding the service month.	- _____
G. Total number of Cal-Learn participants served this month (A+B+C-D-E-F=G).	= _____
H. Fixed Fee for cases served (\$205.86 X G=H).	= _____
IV. Invoiced Amount Requested	
A. Performance Penalty Deduction (If applicable).	- _____
B. Miscellaneous Expenses (Specify) _____	- _____
C. Amount Requested For Payment:	= _____
V. Advance Payment Requested Note: Advance Payment Request may be made on 9/06, 7/07, and 7/08 for two months of services, except for 7/09. Advance payment for only one month may be requested.	
A. Estimated Caseload _____ x _____ 2 _____ Months	= _____
Fixed Fee for cases served (\$205.86 X VA)	\$ _____
B. (Total Amount Requesting in Advance)	
VI. Adjustments For Previously Advanced Funds	
A. Amount Requested For Payment (See Current Month Request. Section IV. C Above)	\$ _____
B. Minus one-third of the original advanced funded amount (See Section V. B- Amount to be Reimbursed To County)	- _____
C. Amount Requested For Payment	\$ _____
D. Fiscal Year Cumulative of Advance Reimbursements _____ Month	\$ _____
E. Remaining Balance To Be Reimbursed	\$ _____
F. Total Authorized Advance Funds For Fiscal Year	
_____ CONTRACTOR'S AUTHORIZING SIGNATURE	_____ DATE SIGNED
_____ COUNTY CONTRACT ADMINISTRATOR'S APPROVAL	_____ DATE SIGNED

ATTACHMENT D
COUNTY'S ADMINISTRATION

COUNTY’S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

ATTACHMENT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S

NAME: _____

CONTRACT NO: _____

CONTRACTOR'S MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

ATTACHMENT F

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

ATTACHMENT G

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(CONTINUED)**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT H

INVITATION FOR BID/REQUEST FOR PROPOSALS/GROUNDS FOR REJECTION

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

Los Angeles COUNTY Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of services to be performed by the CONTRACTOR, or (2) participated in any way in developing the Agreement or its service specification; and
- (4) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Agreement do not fall within scope of Code Section 2.180.010 as outlined above.

Helen Morran-Wolf, Executive Director

Typed Name and Title of Signer

Signature

Date

ATTACHMENT I

BIDDER'S/OFFEROR'S EEO CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATION

Foothill Family Service
 Bidder's/Offeror's Name

2500 East Foothill Blvd., Suite 300, Pasadena, California 91107
 Address

95-1690990
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- | | | (circle one) | |
|----|--|---------------------|----|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. | The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. | The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. | Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Helen Morran-Wolf, Executive Director
 Name and Title of Signer

Signature

Date

ATTACHMENT J

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES
CERTIFICATION**

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Foothill Family Service

Bidder's/Offeror's Name

2500 East Foothill Blvd., Suite 300, Pasadena, California 91107

Address

95-1690990

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION**(circle one)**

- | | | | |
|----|---|-----|----|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. | The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Helen Morran-Wolf, Executive Director

Name and Title of Signer

Signature

Date

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.	()	()
--	-----	-----

Signature

Date

Name and Title (please type or print)

ATTACHMENT L

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS

FOR

CONTRACTORS/VENDORS

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR CONTRACTORS/VENDORS**

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services, Region IX, placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which include but are not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT M
FEDERAL EARNED INCOME TAX CREDIT NOTICE

ATTACHMENT N
SAFELY SURRENDERED BABY LAW - FACT SHEET